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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
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

September 8, 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 HDR Architecture, Inc. (VC#454693) Omaha, Nebraska, by increasing the price limitation by $471,387 for a total price not to exceed $2,105,952 for Project Number 81296R Contract A for design and construction administration services for the ARPA Youth Development Center Replacement, New Hampshire. Previous amendments of $58,035, utilizing contract contingency, increased the original contract from $1,576,530 to $1,634,565. This contract is effective upon Governor and Council approval through the completion of the construction administrative phase, estimated to be July 31, 2026, unless extended in accordance with the contract terms. The original contract was approved by Governor and Council on June 14, 2023, Item #174. **100% Federal Funds.**

2) Further authorize a design contingency in the amount of $100,000 be approved for unanticipated design expenses for the ARPA Youth Development Center Replacement, New Hampshire, bringing the total to $571,387. **100% Federal Funds.**

3) Further authorize the amount of $46,295 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 $617,682. **100% Federal Funds.**

Funding is available in account titled Department of Health and Human Services as follows:

		FY 2024
05-95-94-940010-24650000 ARPA DHHS Fiscal Recovery Fund		
Activity # 00FRF602GS9543A		
103-502507 – Contracts For OP Services-Design	$	471,387
103-502507 – Contracts For OP Services-Contingency	$	100,000
103-502507 – Contracts For OP Services -DPW Fees	$	46,295
Grand Total	**$**	**617,682**

EXPLANATION

This contract amendment is listed as sole source because the increase in the price limitation is greater than 10% of the original contract amount.

The existing contract with HDR Architecture was approved by the Governor and Council on June 14, 2023, item #174 to provide professional services and construction management services related to a project building a new Youth Development Center. This amendment would increase the not-to-exceed price limitation of those services by $471,387, from $1,634,565 to $2,105,952.

The item includes a commensurate increase in the contingency and in money allocated for DPW fees. It would also change the contractual delivery date for design documents to August 2, 2024. The completion date of the contract is still through the completion of services but the estimate of that date is now listed as July 31, 2026.

The scope and philosophy of the YDC project has not changed since the passage of the legislation to build the facility – a no-more-than 18-resident facility to be designed with a residential feel and environment and to provide trauma informed and therapeutic care. The tasks assigned to the professional services firm and its subcontractors as well the time expected to be spent on them has grown over the term of the technical services contract, as the project developed and a site was chosen.

To strike a balance between the security and treatment objectives, the complex site, the site location and the dynamic construction environment at this time, the firm and its subcontractors have had to investigate and adjust scope with the input of advisory committee members, town officials, youth treatment professionals, and the community. It is important to remember that the YDC does not have the ability to turn away committed youth to another facility either locally, or out of state; the ultimate decision of whether a youth is sent to YDC is not made by DHHS, but by a judge.

Numerous meetings with town officials, town committees, public hearings, and discussion with other stakeholders lead to increases in the scope of services or tasks taken on by the engineers and in the time spent on those tasks. The increase is due to three factors: increase in square footage, increase complexity of the site requiring further design work, and increase in time for design meetings and consultation.

First, the total budget was last revised on November 8, 2023 at the Legislative Fiscal Committee when the estimate of the square footage required was increased following design and community meetings and the overall budget increased by 30%. The increase in square footage is due to the fact that design development and consultation with national experts revealed the need to incorporate several key operational features that are required: intake/orientation unit, crisis unit, and medical unit.

Second, the site topography presented challenging features. As the site became better understood and input from town stakeholders was incorporated, additional work was needed to address solutions surrounding the steep slope of the campus, poor soil permeability, lack of public water supply, and storm drainage.

Third, more time was needed to bring key stakeholders together with the design team on several important factors. This project is particularly complicated from a construction standpoint not just because of the topography of the site, but the careful integration of therapeutic and secure design elements. For

example, many of the materials are highly specialized – balancing durability, tamper-resistance, and security with the look and feel of trauma informed care in a residential feeling environment. Naturally, this requires many more meetings and hours as well until that work is complete.

The proposed $2.1 million amended contract amount for professional services and construction management will represent about 8.5% of the total cost of the project through construction. Costs in the neighborhood of 10% are typical for the professional services and construction management contracts for state design-bid-build construction projects and are typical in the industry.

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

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Original contract:	$ 1,576,530
Previous increases to the Contract Value per terms of the Contract utilizing Contingency	$ 58,035
Current Contract Value:	$ 1,634,565
Amendment:	$ 471,387
New Contract Total:	$ 2,105,952

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT TO THE CONTRACT ("Amendment") is entered into this _7_ day of June, 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 HDR Architecture, Inc. (hereinafter "Consultant") (the State and the Consultant may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, in September 2022, the State solicited interest in providing professional design and construction administration services for the Youth Development Center Replacement Facility. Four (4) 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 manger and team, and overall suitability for the assignment. The State entered into an agreement with the highest rated firm, HDR Architecture, Inc.

WHEREAS, on June 14, 2023, New Hampshire Governor and Council approved the professional services agreement ("Agreement") with the Consultant (Item # 174).

WHEREAS, the original not-to-exceed amount of $1,576,530 has been amended per the terms of the contract to a not-to-exceed amount of $1,634,565.

WHEREAS, the Consultant has been hired to work on the Youth Development Center Replacement Facility for the State under the Agreement, the total fees of which have reached the not-to-exceed amount of $1,634,565.

WHEREAS, the Agreement was based on the scope of a new secure juvenile treatment facility to replace the Youth Development Center in Manchester. The new facility will be between 20,000 SF and 25,000 SF and house up to eighteen (18) youth, as well as ancillary support spaces such as recreational, educational and administrative areas. The location of the new facility is yet to be determined but will be in the central New Hampshire area.

WHEREAS, the Agreement provides that the Consultant shall deliver the Construction Documents to the Department on or before May 14, 2024.

WHEREAS, the scope required to complete the design and construction administration of the Youth Development Center Replacement Facility required adjustment due to 1) increase in square footage of the facility; 2) increased complexity of the site requiring further design work; and 3) increase in time for design meetings and consultation.

WHEREAS, the Consultant's continued professional services are required to complete the design and construction administration of the Youth Development Center Replacement Facility, Division of Public Works Project #81296R-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 $1,634,565 to $2,105,952 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 August 2, 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:
HDR ARCHITECTURE, INC.

DATED: 08/27/24

BY: _____
Name: Matthew Fickett, AIA, CPHC LEED
Title: Managing Principal

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES:

DATED: 08/27/2024

BY: _____
Name: Morissa Henn
Title: Deputy Commissioner, DHHS

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 8-27-24

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: 9/13/24

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

Michelle L. Juliano

2/15/24

81296R-A CONTRACT AMENDMENT
1/3/2024
INCREASE CONTRACT A BY:
~~$417,817.00~~
$471,387.00

December 19, 2023

(Delivered via email)

Timothy D Smith
2024.01.03
14:25:48 -05'00'

Matthew Fickett
2/14/2024

Timothy D. Smith, Architect
Project Manager IV
New Hampshire Department of Administrative Services
Division of Public Works, Design and Construction
7 Hazen Drive, Suite 250
Concord, NH 03301
timothy.d.smith@das.nh.gov

Subject: Additional Service Request 2 – Scope Increase
ARPA – Youth Development Center Replacement Facility
Project Number: 81296R, Contract A
HDR Project No. 10376623

Dear Mr. Smith,

We are pleased to present the following proposal for HDR services to support the Schematic Design Phase through Construction Document Phase regarding project scope increase beyond our previously agreed to Basic Scope of Services. Detailed in this proposal are services that we will provide as it relates to the increases in scope of work all while maintaining agreed upon schedule.

Scope of Services and Fees

Below are the tasks that will be executed to address scope increase beyond amount included in executed agreement:

- Additional Workshop Meetings
- Increase of New Facility Square Footage and Scope
- Additional Staff to Maintain Schedule

The table below provides our estimate of the staff needed, hours required, and the resulting fee:

Company	Discipline	Fee
HDR	Architecture & Interiors	$258,091.00
B+AC	Structural	$32,520.00
IMEG	MEP, FP	$73,600.00
SMRT	Civil	$25,699.00
SMRT	QA/QC	$16,867.00
Trophy Point	Cost Estimating	$17,327.00
Mead & Hunt	Security/Telecom	$19,320.00
HDR	Detention Equipment	$9,430.00
HDR	Subconsultant Markup	~~$18,963.00~~ $18,533
Total Fee:		~~$471,817.00~~ $471,387

If this proposal is acceptable, please return one signed copy for our records so that we may include the adjusted fee within our services.

Matthew Fickett
2/14/2024

Please do not hesitate to call if you require additional information, or if you have any questions. We look forward continuing to work with you on the New Hampshire Youth Development Center Replacement Facility and appreciate your consideration of our request.

Sincerely,
HDR Architecture, Inc.

Tommy Sinclair, AIA, NCARB
Associate, Justice Principal

Matthew Fickett, AIA, CPHC, LEED
Managing Principal

cc: Gerry Guerrero (HDR)
Christina Buompane (HDR)
Kevin Klemas (HDR)

Signature: _____ Date: _____
(Signature approval on behalf of the State of New Hampshire Department of Administrative Services)

B+AC

December 9, 2023

Sent Via:
email: Tommy.Sinclair@hdrinc.com

Tommy Sinclair, AIA, NCARB
Associate, Justice Principal
HDR
99 High Street, Suite 2300
Boston, MA 02110
M: 727.278.5205

Reference: NH Secure Juvenile Treatment Facility - Structural Engineering Fee Adjustment 1
NH Project number 81296, Contract A
B+AC#20226022

Dear Tommy,

Thank you for requesting Structural Fee adjustment towards the revised project side with new total construction cost estimate of $19.6M.

For the Schematic Design through Construction Documents Phase, the total fee adjustment should be $32,520 and distributed as following:

Design Phase/Service	Fee Amount
Schematic Design	$6,504.00
Design Development	$8,672.00
Construction Documents	$17,344.00
Total Basic Compensation Adjustment	$32,520.00

Other terms of engagement remains unchanged from our base contract for this project. Please sign and return this agreement as an authorization to the fee adjustment.

Very truly yours,
B+AC, LLC

Balram S. Chamaria, P.E.
President | Principal Engineer
balram@bplusac.com

Client Authorization/Acceptance

Name:

Date:

A:\Database\Marketing\30-Proposals\2022\20226022 NH Dept of H & H Services - Juvenile Facility-\HDR\Fee Proposal\1-Fee - Base Scope\NH DYS Juvenile Facility - Structural Fee Adjustment 1 2023.12.09.doc

SHORT FORM SERVICES AGREEMENT

Client: HDR
Address 99 High Street
:
Boston, Massachusetts 02110
Email: tommy.sinclair@hdrinc.com

Date: December 13, 2023

Attn: Tommy Sinclair

Services Completed 1 day from Notice to Proceed

Proposal valid for 45 days from the date of this offer.

Project Name: NH Secure Treatment Facility for Youth
Project Location: Manchester, New Hampshire

1.0 SCOPE OF SERVICES:

IMEG agrees to perform engineering services for the Client as follows:

As our original design and construction fee was based on the estimated construction cost ($15,000,000), IMEG has increased our engineering design and construction fee based on the increase in the estimated construction cost ($19,600,000).

2.0 COMPENSATION

☑ Increase in Base Fee $73,600.00

3.0 ATTACHMENTS: IMEG Standard Terms and Conditions

4.0 DOCUMENTS INCORPORATED BY REFERENCE

Acceptance of this Agreement is limited to and includes acceptance of the terms above, including all attachments, and all attachments are incorporated by reference. Services will be scheduled upon receipt of signed copy of this agreement. By signing and returning the signature page of this agreement to IMEG, all parties agree to the terms and conditions listed herein. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions, which imply acceptance of this Agreement such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Agreement, it is expressly agreed that acceptance of all terms and conditions of this proposal will be implied and contractually binding.

IMEG Consultants Corp.

By: Michael J. Doyle

Name: Mike J. Doyle

Title: Project Manager

Approved by: Susan Wisler

mike.j.doyle@imegcorp.com
MJD/MT
Document1

HDR

Accepted this _____ day of _____, 20_____

By: _____

Name: _____

Title: _____

cc:

TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Consultants Corp. (hereinafter referred to as "IMEG") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location. Under no circumstances shall any other representation (express or implied) or any type of warranty or guarantee be included or intended by IMEG during the completion of its services under this Agreement. (hereinafter the "Standard of Care"). If client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document whether or not signed by IMEG, shall be considered only as a document for client's internal operational management.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client and/or Client's legal agents. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by IMEG and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: IMEG has multiple offices with personnel that may provide professional services subject to this Agreement. IMEG may use any office or individual in the completion of services required for the Project. IMEG shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Standard of Care.

Billing/Payment: The Client agrees to pay IMEG for all services performed and all costs incurred. Invoices for IMEG's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify IMEG of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to IMEG for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with IMEG's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, IMEG may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions or billing disputes of any type shall not be subject to informal dispute resolutions procedures outlined herein.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless IMEG, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify IMEG and its directors, employee and agents for their own negligence or the negligence of others. IMEG agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities, and costs arising from and in proportion to the negligent acts or failure to act of IMEG and its directors, employees, and agents in the performance of services under this Agreement on a comparative basis of fault. IMEG shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, shall be written or endorsed to include additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and IMEG arising out of the Services to be provided by IMEG or this Agreement shall be subject to discussions for informal resolution. If no informal resolution is achieved within 14 business days, the Parties agree to submit the matter (excluding actions by IMEG for payment of past due fees) to non-binding mediation. Any disputes involving contractors, subconsultants, subcontractors, suppliers, or any other legal agent shall be subject to the informal resolution process as described in this section, above. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor IMEG shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or IMEG's directors, employees, agents, or consultants.

Construction Observation: When IMEG does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of IMEG do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless IMEG for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG" as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing IMEG-designed systems shall be submitted to IMEG for review prior to being approved by contract holder. IMEG will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to IMEG at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of IMEG. IMEG shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of IMEG developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of IMEG by the Client, or others acting for the Client, for any other use without the express written permission of

IMEG shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless IMEG for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for IMEG to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to IMEG to release such documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither IMEG nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by IMEG, Client or their agents for the period of performance of this contract.

Termination: Either party may terminate this Agreement due to the other party's material breach of this Agreement upon providing a ten (10) day written notice to the breaching party and an opportunity of at least three (3) business days to cure. Upon termination, payment is required in full for all services rendered and expenses incurred through the date of termination. IMEG shall not be required to release any documents, files, or work product until said payments have been made. In the event services are terminated or suspended due to the Client's breach, IMEG has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension is the sole responsibility of the Client. Client has the obligation to return all documents within its possession or control if Client is in default under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of IMEG arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, contractors, and attorney fees, will be limited to $50,000. This limitation of liability has been agreed upon after Client and IMEG discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "IMEG" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions, or negligence, will be limited to IMEG's general liability insurance coverage of $1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance of IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG will notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of IMEG to perform its obligations and which IMEG is unable to prevent, including without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, epidemics, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

Equal Employment Opportunity / Rights Under Federal Labor Laws
IMEG and Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471 (as may be updated or amended). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

SMRT

December 12, 2023

Tommy Sinclair, Associate/Justice Principal
HDR inc. | 4830 W. Kennedy Blvd., Suite 400 | Tampa, FL 33609

NH Secure Treatment Facility for Youth
Fee increase based on construction cost change

Dear Tommy,

Project Understanding

The project fee was based on construction costs and the State has allocated additional monies for the project and design fees are to be adjusted according. Original project budget was &$15 million and new value is $19.6 million.

Fee Proposal

Fee Schedule:

- Civil Design and construction administration $ 25,699
- QA/QC $ 16,867

Assumptions

Design or permitting of new public water well(s) or storage tank for the Water Utility are not included in this scope.
Design of new sanitary waste management systems required by the displacement of the existing system is not included in scope.
Permitting of new sanitary waste management systems required by the displacement of the existing system in not include in scope.
Site survey and wetland delineation to be provided by HDR
Site specific soil survey report (required by State DES permits) to be provided by HDR
Geotechnical engineering to be provided by HDR
Cost estimating to be provided by HDR
Printing to be provided by HDR
Permitting fees to be paid by Owner
Landscape architecture to be provided by HDR
Rendered graphics (plan, 3D, etc.) to be provided by HDR

Additional Services

Work not described in the Scope of Services will be provided by SMRT at the request of HDR as an additional service. Additional services shall either be on an hourly time and materials basis at SMRT hourly billing rates established at the time of the request, or for a fixed fee fairly negotiated.

Tommy Sinclair
December 12, 2023

Terms and Conditions
The Scope of Work included in this proposal will be in accordance of existing SMRT/HDR contract.

If acceptable, kindly sign enclosed authorization form and return to SMRT.

Sincerely,

Kenneth D. Costello, RLA, LEED AP
Principal/Senior Landscape Architect

SMRT Architects and Engineers | 200 Brickstone Square, Suite 303 | Andover, MA 01810
c 978-886-0683 | email: kcostello@smrtinc.com

CC: JU marking folder

I:\Projects Marketing\00010-JU Justice\Proposals\NHJuvenileCtr\HDR 2023\231212 HDR add services proposal.docx

Authorization Statement

For Scope of Professional Services

SMRT Architects and Engineers
877.700.7678
smrtinc.com

Ordered By:	Tommy Sinclair, Associate/Justice Principal HDR inc. I 4830 W. Kennedy Blvd., Suite 400 I Tampa, FL 33609
Description of Work:	Fee increase due to project construction cost change.
Fee Basis:	SMRT proposes to provide services for a fixed fee increase of $42,566 To be added to SMRT's current project fee.
Terms:	Terms and Conditions shall be per current project contract terms.
Approved and Accepted By:	HDR, Inc.

Signature Date

SMRT Architects and Engineers

December 12, 2023

Signature Date

SMRT

Mead
&Hunt

December 18, 2023

Ms. Christina Buompane
HDR Architecture, Inc.
99 High Street, Suite 2300
Boston, MA 02110-2378

Subject: New Hampshire Youth Facility Project
Additional Services Proposal for security electronics, detention equipment and technology consulting services

Dear Ms. Buompane:

Mead & Hunt, Inc. (Mead & Hunt) is pleased to submit this additional services proposal to provide security electronics and technology consulting services for the above-referenced project resulting from an increase in the construction budget.

Project Understanding
Our proposal is based on the information you provided in your e-mail dated January 9, 2023, and updated in your e-mail dated December 1, 2023. We understand that the project consists of a new treatment facility for youths. The size of the project has increased from 20,000 to 25,000 SF and has an estimated construction cost of $19,600,000. The estimated construction cost is an increase of $4,600,000 or 30.67%.

Mead & Hunt's Scope of Services
After receipt of authorization to proceed, Mead & Hunt shall provide services for the security electronic systems and technology equipment design and documentation. Services are provided as follows:

Programming (0%)
- No services.

Schematic Design (10%)
- Provide a narrative identifying what systems will be designed and incorporated into the project.

Design Development Phase Services (20%)
- Incorporate design decisions into preliminary construction documents with proposed layout of new components.
- Meetings: Provide one (1) trip to the facility for one design professional.

Phase 2 – Construction Document Phase Services (45%)

- Incorporate preliminary design into final construction documents showing all detailed information required to implement the security electronics system. Provide complete floor plans of the Security Electronics and Technology systems. Provide enlarged plans of equipment and TR rooms, details, riser diagrams and wiring diagrams.
- Develop final project specifications and bid documents. Specifications are provided for Divisions 27 and 28.
- Meetings: Provide one (1) trip to the facility for one design professional.

Phase 3 – Bidding Phase Services (5%)

- Process contractor requests for information and generate documents and addenda as required.
- Meetings: None.

Phase 4– Construction Administration Phase Services (20%)

- Process contractor requests for information.
- Identify, review, and process change order requests.
- Review shop drawing submittals to ensure conformance with project requirements.
- Generate and distribute a punch list of corrective items to the contractor based on a final inspection at the end of construction. Review to verify corrective action has been taken.
- Review contractor provided markups of construction documents.
- Meetings: Provide one (1) punch-list trip to the facility for one design professional.

Responsibilities of HDR Architecture, Inc.

Our Scope of Services and Compensation are based on HDR Architecture, Inc. (HDR) performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- A full Revit model provided to Mead & Hunt.
- Access to the project site.
- Bidding, including document reproduction.
- Available data, drawings, and information related to the project.
- Timely review of documentation received, and feedback provided when required or requested.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

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Work Not Included in the Scope of Services

The following items are excluded from this agreement and will be provided by HDR or provided by Mead & Hunt, Inc. as an Additional Service only as authorized by HDR:

- Fire Alarm design
- Software design
- Electrical design
- Detention Equipment and Hardware

Project Schedule

The project schedule is as follows:

- Project Kick-off: April 14, 2023
- Programming Completed: June 12, 2023
- Schematic Design Completed: December 15, 2023
- Design Development: March 8, 2024
- Construction Documents Completed: June 28, 2024
- Bidding & GC Negotiation Completed: September 20, 2024
- Construction Schedule is estimated to be September 23, 2024 to October 24, 2025 (14 months).

Revisions or delays to the schedule may result in a request for additional services.

Compensation

Fees are determined using a total estimate of security electronics, technology, and detention hardware, consistent with a youth facility of the size provided and the estimated construction costs. The work described under the Scope of Services will be performed on a lump-sum basis. HDR Architecture, Inc. will pay Mead & Hunt an additional **Nineteen Thousand Three Hundred Twenty Dollars ($19,320.00)** as additional consulting fees for the work performed under this contract. These fees include all labor, materials, expenses, and incidentals necessary to complete the work described herein. Expenses associated with transportation to the project are included in our fee. Invoices for payment will be submitted monthly by Mead & Hunt based on the percentage of the work completed; payment to be made within 30 days. With this additional service, our overall fee increases from **$63,000** to **$82,320**.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of HDR Architecture, Inc. and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in

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accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to HDR Architecture, Inc..

Respectfully submitted,

MEAD & HUNT, INC.

Tim Redden
Senior Electronics Leader

Approved by: MEAD & HUNT, INC.

By: _____

Name: Scot Whitney

Title: Vice-President

Date December 18, 2023

Attachment Exhibit A. General Terms and Conditions

Accepted by: HDR ARCHITECTURE, INC.

By: _____

Name: _____

Title: _____
The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

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Exhibit A. General Terms and Conditions

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Mead & Hunt, Inc.

General Terms and Conditions ("General Terms") for Engineering, Architectural, or Consulting Services

Wisconsin

1. HDR Architecture, Inc. (hereinafter "Client") and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this "Agreement"). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.

2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.

3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.

4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney's fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client's interference with Mead & Hunt, Inc.'s ability to provide the Services, including, but not limited to, Client's failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.'s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with Wisconsin Statutes § 895.447, including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.

5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.

6. Mead & Hunt, Inc. will maintain insurance coverage for worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.

7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT LIABLE, IN CONTRACT OR TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR LIQUIDATED DAMAGES INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, LOSS OF CAPITAL, DELAY DAMAGES, LOSS OF GOODWILL, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES ("DAMAGES"). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.'S OR ITS SUBCONSULTANTS' LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**

8. Mead & Hunt, Inc.'s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.

9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.

10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

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with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.

13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.

15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.

16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

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dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.

18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.

19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.

20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.

21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.

22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.

24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.

25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.

26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.

27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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State of New Hampshire

Secure Juvenile Treatment Facility

For HDR
Attn: Christina Buompane
99 High Street, Suite 2300
Boston, MA 02110

In Response To:
Request for Proposal
Email from Christina Buompane on 12/1/2023

TROPHY POINT
Construction Services & Consulting

Fee Proposal for Cost Estimating Services

12/4/2023
Rev. 2

Trophy Point, LLC

Blasdell, NY

Pittsburgh, PA

New York, NY

Downers Grove, IL

Contact: Rich Chudzik
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

Fee Proposal

TROPHY POINT
Construction Services & Consulting

In direct response to the referenced solicitation, Trophy Point proposes to provide **Construction Cost Estimating** services in support of the **State of New Hampshire – Secure Juvenile Treatment Facility** project for the following:

Fixed Fee Amounts

Description	Fee	Add Fee
Schematic Design Estimate	$15,000	$4,500
Design Development Estimate	$19,000	$5,500
50% Construction Documents Estimate	$16,500	$5,000
90% Construction Documents Estimate	$6,000	$2,327
Total	**$56,500**	**$17,327**

The estimates will be prepared in CSI Format.

This proposal includes time for Trophy Point's attendance at an initial estimate kick-off meeting and an estimate debrief meeting, if needed. Both of these meetings will be supported remotely / virtually. Should Trophy Point's participation be required at additional meetings, our Commercial Rates will be applied.

Should Trophy Point's participation at meetings, walkthroughs, or events outside of those articulated above, our Commercial Rates will be applied for travel and participation.

Trophy Point will discuss estimate adjustment requests with the client prior to commencing any updates. Should significant Value Engineering / Scope Reduction estimate updates be required, Trophy Point reserves the right to provide an updated proposal prior to beginning work.

This proposal does not include the reconciliation of the estimates with a construction manager, third party estimating firm, or another party at any point in time.

This proposal is based on estimates for any loose FF&E, food service equipment, and/or kitchen equipment being provided by others, if required.

In the event that an estimate for a given phase is no longer required, Trophy Point reserves the right to provide an updated quote.

Reimbursable expenses (i.e. printing of plans, travel, mileage), if required, will be billed at cost to the client.

Upon receipt of the drawings and the authorization-to-proceed, a deliverable schedule will be mutually agreed upon.

TROPHY POINT
Construction Services & Consulting

This proposal is based on the receipt of PDF or TIFF files of the drawings and one (1) complete printed set of full-size scalable drawings.

Should you have any questions, please do not hesitate to contact me directly.

We are excited to work with you in achieving your vision!

Respectfully,

Richard G. Chudzik

Richard G. Chudzik

President & Owner
Trophy Point, LLC
4588 South Park Avenue
Blasdell, NY 14219
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

Signature of this proposal below represents the acceptance of all pricing and terms as noted above.

AUTHORIZED BY: _____

Printed Name Title

_____

Signature Date

81296 Contract A - YDC Replacement Design
HDR. Contract Amendment 1
Increase contract from contingency by
$29,150.00 as outlined below.
Timothy D Smith
2023.09.11
10:52:44 -04'00'

August 23, 2023

Delivered via email

Timothy D. Smith, Architect
Project Manager IV
New Hampshire Department of Administrative Services
Division of Public Works, Design and Construction
7 Hazen Drive, Suite 250
Concord, NH 03301
timothy.d.smith@das.nh.gov

Subject: **Additional Service Request 1 – Existing Conditions Survey**
ARPA – Youth Development Center Replacement Facility
Project Number: 81296R, Contract A
HDR Project Number: 10376623

Dear Mr. Smith,

We are pleased to present the following proposal for HDR services to support the Pre Design Phase regarding project related issues beyond our Basic Scope of Services. Detailed in this proposal are services that we will provide to develop an existing conditions survey of a 20+/- acre area at the Hampstead Hospital and Residential Treatment facility.

Deliverables/Schedule
After authorization to proceed, deliverables and schedule will move forward as follows:

- Field survey (approximately 5 weeks to complete, weather dependent)
- Final deliverables (approximately 4 weeks to complete, after field work completion)

Scope of Services
Below are the tasks that will be executed to prepare an existing conditions survey, beyond amount included in executed agreement:

Existing Conditions Survey

- Establish survey control points
- Establish a minimum of two vertical benchmarks
- Generate a topography plan with one foot contours at defined area limits
- Provide spot elevations within area limits
- Provide floor elevations at each entrance of buildings on the property
- Location of significant site features within the project site
- Location, size, depth, and direction of flow of sanitary sewer, storm drain, and other drainage facilities
- Location of overhead utilities within the project site
- Location of trees greater than four inches in diameter in cleared or open landscape areas
- Location of fire hydrants available to property and size of main serving each
- Location of power, cable television, fiber optics, street lighting, traffic control facilities, and communication systems above and below grade
- If applicable, show location of flood plain and flood level of streams or adjacent bodies of water

HDR

Wetlands Delineation

- Field-delineate wetlands of the 5.5+/- acres survey area
- Prepare a summary report

Compensation

Below is a breakdown of the fee:

Company	Activity	Fee
Sebago Technics	Existing Conditions Survey	$26,500.00
HDR	Coordination	$ 2,650.00
Total Fee:		**$29,150.00**

If this proposal is acceptable, please return one signed copy for our records so that we may include the adjusted fee within our services.

Please do not hesitate to call if you require additional information, or if you have any questions. We look forward continuing to work with you on the New Hampshire Youth Development Center Replacement Facility and appreciate your consideration of our request.

Sincerely,
HDR Architecture, Inc.

Tommy Sinclair, AIA, NCARB
Associate, Justice Principal

Matthew Fickett, AIA, CPHC, LEED
Managing Principal

cc: Gerry Guerrero (HDR)
Christina Buompane (HDR)
Kevin Klemas (HDR)

Signature: _____ Date: _____
(Signature approval on behalf of the State of New Hampshire Department of Administrative Services)

hdrinc.com
99 High Street, Suite 2300, Boston, MA 02110-2378
(617) 357-7700

SEBAGO
TECHNICS

August 18, 2023
230033

Tommy Sinclair, AIA, NCARB
HDR
99 High Street
Suite 2300
Boston, MA 02110-2378

Re: **NH Secure Juvenile Treatment Facility – Hampstead, NH**

Dear Tommy:

Thank you for contacting our office regarding the NH Secure Juvenile Treatment Facility project in Hampstead, New Hampshire. Sebago Technics proposes to provide you with an existing conditions survey of an approximately 20-acre area at the Hampstead Hospital and Residential Treatment Facility as requested by your office and more specifically shown in Appendix A of this contract.

Our intended scope of services includes:

Existing Conditions Survey:

- Field work to locate sufficient boundary monumentation to tie this existing condition survey into the previously provided boundary survey.
- Establishment of survey control points based upon New Hampshire State Plane Coordinates where needed.
- Establishment of a minimum of two vertical benchmarks.
- Utilizing our Aero-Geomatics© services, we will collect project site specific aerial LiDAR with ~3 cm accuracy to generate a topography plan with one-foot contours across the defined survey area limits. On the ground collected points will be added where needed to augment this information. Additionally, we will set Flight Control Points (FCP) on the ground around the project site and on abutting streets to create geo-referenced aerial photogrammetry to state plane coordinates. The final orthophoto will have a resolution greater than 1.5 cm/pixel.
- Spot elevations will be provided at each intersection of a 50-foot square grid covering the survey area limits, as well as spot elevations at street intersections and at 25 feet on center of curb, gutter, sidewalk, and edge of paving, including far side of paving.
- Floor elevations and elevations at each entrance of buildings on the property, including elevations of each floor for each multiple floor building on the property will be provided.
- Location of significant site features (pavement, curbing, drives, walks, striping, significant vegetation, signs, poles, etc.) within the designated project site.

75 John Roberts Road – Suite 4A, South Portland, ME 04106-6963 • 207-200-2100 • Fax: 207-856-2206

- Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains, culverts, and other drainage facilities; location of catch basins, cleanouts and manholes, and invert elevation of each
- Location of overhead utilities that occur within the designated project site. Arrangements will be made to have the underground utilities (water, sewer/septic, gas) marked on site by a utility locating company. The cost for this work is included in the price. Said markings will be surveyed and added onto the plan.
- Location of trees greater than four inches in diameter at breast height in cleared or open landscape areas. Trees to be located within one foot tolerance and identify species. Thickly wooded areas are to be delineated at the edges.
- Location, other similar utilities such as tanks and septic fields.
- Location of fire hydrants available to the property and the size of the main serving each.
- Location of power, cable television, fiber optics, street lighting, traffic control facilities, and communications systems above and below grade.
- Source of information for each utility shown, such as existing survey or record documents from utility company, and whether the utility location has been verified.
- Note elevation of water in any excavation, well, or body of water on or adjacent to the property. Show mean elevation of such water if available in public records or records provided by the owner.
- As applicable, show location of flood plain and flood level of streams or adjacent bodies of water based on graphic plotting from the current applicable FEMA Flood Insurance Rate Map. Plot 100-year flood elevations if identified by the FEMA Flood Insurance Rate Map or otherwise available from state or local authorities.
- Preparation of digital deliverables will be based on the New Hampshire State Plane Coordinate System, NH2800 West Zone (NAD83/NAVD88)

Wetlands Delineation:

- Field-delineate wetlands of the +/- 5.5 acres survey area in accordance with 1987 US Army Corps of Engineers Wetland Delineation Manual and 2012 regional supplement for the Northcentral and Northeast Region.
- Prepare summary report with 11x17" aerial photo base map describing wetlands and an assessment of related federal, state, and municipal regulatory jurisdiction.

Sebago Technics, Inc. will provide HDR (Client) an AutoCAD file (CAD File) in .dwg and PDF format, along with a geo-referenced aerial photo in .jpg format.

The cost to provide this information will be **$26,500**.

This estimate is based on a project area of approximately 20 acres located within the existing Hampstead Hospital grounds. Please note, this proposal does not include determination of existing boundary lines, or right of ways.

Additional survey services (ex. construction support & layout services) can be completed on a fee schedule to be negotiated at a later time.

It is anticipated that field survey will be completed within five weeks after authorization to proceed, weather depending, with the final deliverables completed within approximately four weeks of field work completion.

Thank you for the opportunity to provide you with this proposal. Please let me know if you have any questions or comments.

Sincerely,

Terry D. Bennett, PLS, LLS, MRICS
Vice President, Survey-Geomatics

TDB:fn
Enc.

ACCEPTED and AUTHORIZED
(Sebago Technics, Project Number: 230033)

By: _____

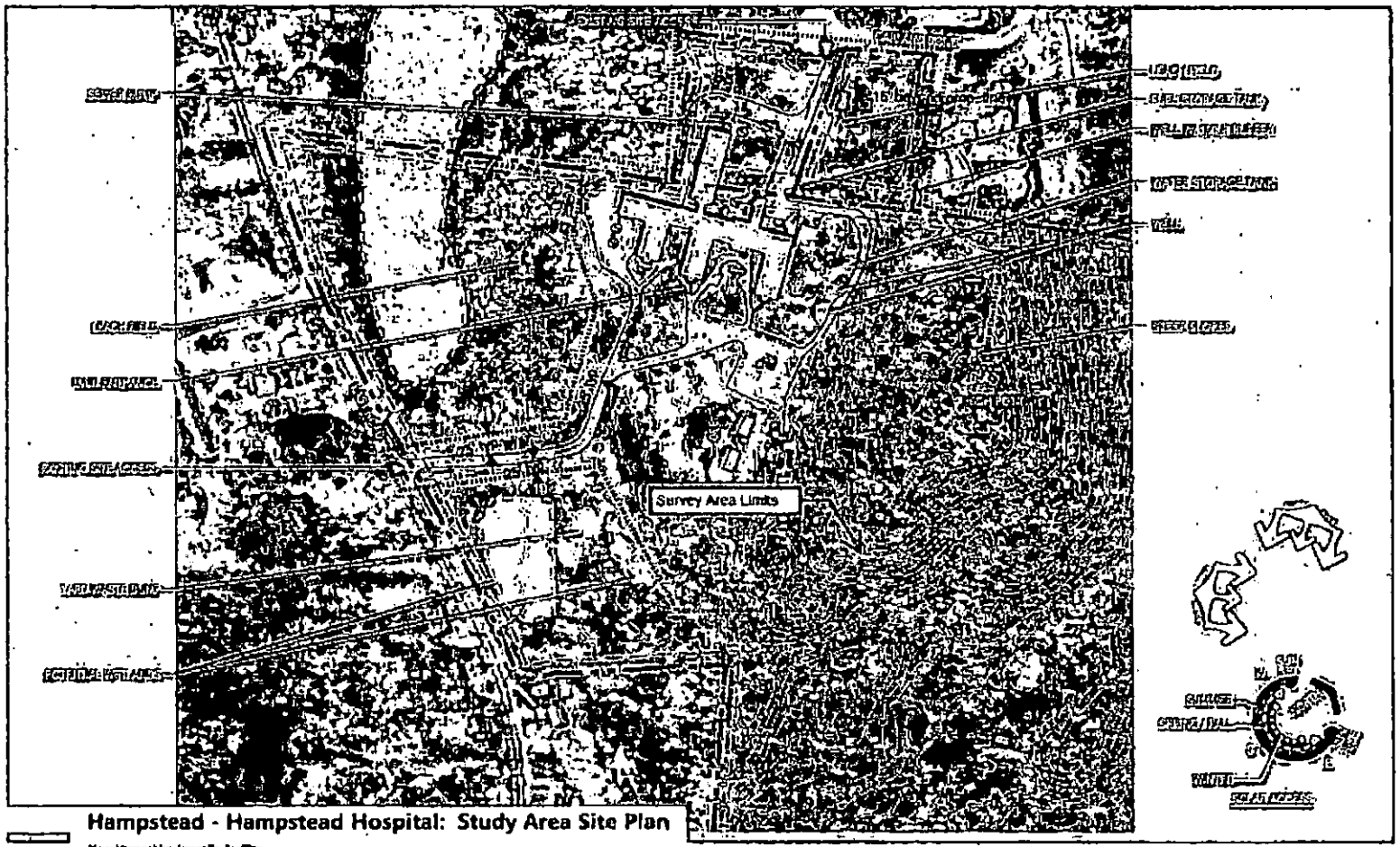
Representing: _____

Title: _____

Date: _____

SEBAGO TECHNICS

Appendix A: Survey Area Limits



Hampstead - Hampstead Hospital: Study Area Site Plan

New Hampshire Juvenile Facility

06 March 2023

SURVEY AREA LIMITS 6/7/23

SMRT

75 John Roberts Road—Suite 4A, South Portland, ME 04106-6963 • 207-200-2100 • Fax: 207-856-2206

SEBAGO TECHNICS

STANDARD TERMS AND CONDITIONS

GENERAL: These Standard Terms and Conditions, listed in alphabetical order, along with the: 1) Proposal, Letter Agreement, or Contract; 2) Standard Fee Schedule (if included); and 3) Sebago Technics' *Electronic File Confidentiality and Transfer Disclaimer* form, to which these Standard Terms and Conditions are attached and incorporated into, shall be the "Agreement" between Sebago Technics, Inc. ("Sebago Technics") and the entity or person to whom the Agreement is addressed ("Client"). The headings and titles of the paragraphs of these Terms and Conditions as well as the headings and titles of any other part of the Agreement are for convenience purposes only and are not intended to define, limit or construe the contents of the various paragraphs.

1. ACCESS TO SITE. Unless otherwise stated, Client grants Sebago Technics full access to the site for all activities necessary for the performance of the services set out in the Scope of Services. Sebago Technics will take reasonable precautions to minimize damage due to its activities. Unless otherwise stated, Sebago Technics has not included any costs in its Compensation for any restoration.

2. ADDITIONAL SERVICES. Additional Services are those services not specifically set forth in the Agreement setting forth the scope of work and/or services Sebago has agreed to perform ("Scope of Services"). Sebago Technics will notify the Client of any significant change in the Scope of Services which will be considered additional services and costs for which Client agrees to pay on an hourly basis or as incurred in accordance with Sebago Technics latest fee schedule and/or as reported to the Client.

3. APPLICABLE LAW. The Agreement shall be governed and interpreted by the laws of the State of Maine. All suits except for enforcement of liens must be brought in Cumberland County Superior Court in Maine.

4. ASSIGNMENT. Neither party shall assign its rights and/or obligations hereunder to any other party without the prior written consent of the other party. Sebago Technics, however, reserves the right to use consultants and or sub-consultants to complete the work described under the Scope of Services as it deems necessary.

5. BILLING/PAYMENTS. Invoices for services and expenses incurred will be submitted monthly and are due upon receipt. An invoice shall be considered PAST DUE if payment is not received within 30 (thirty) days after the invoice date. Should payment not be received, Sebago Technics may, at its sole discretion, without waiving any claim or right against the Client and without any liability to the Client, terminate its performance of services. Interest charges may be applied to ALL PAST DUE amounts. Sebago Technics also reserves the right to utilize any other methods, processes, or procedures available to it under law in order to collect charges and fees owed to it. Should Sebago Technics incur expenses to collect its outstanding fees, Client agrees to reimburse Sebago Technics for all such expenses including reasonable attorney and paralegal fees, court costs, and other related expenses.

6. BURIED UTILITIES. Where buried utility locations are required as part of our scope of work, Sebago Technics will conduct research that it deems necessary and will prepare a plan indicating the location intended for subsurface penetrations and/or proposed underground infrastructures with respect to the assumed locations of all existing subsurface utilities. Although such services will be performed by Sebago Technics, or its subcontractor, using its industry's ordinary standard of care, the Client acknowledges that Sebago Technics' research may not identify all existing underground utilities and that the information upon which Sebago Technics relied may contain errors and omissions. The Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold Sebago Technics harmless from any and all claims, liability, and costs of defense, including, but not limited to, its attorney and paralegal fees and costs, whether or not actual litigation is commenced for all liability, injury, or losses arising or allegedly arising from errors or omissions related to buried utilities.

7. COMPENSATION/BUDGET. Unless stated as a specific sum due, the total fee set forth shall be understood to be an estimate, based upon the stated Scope of Services, Sebago Technics' understanding of the work being requested by the Client, and Sebago Technics' best estimate and understanding of the work that is actually required. The Compensation/Budget shall not be exceeded by more than ten percent (10%) without further authorization from the Client. If the Compensation/Budget is based on an hourly basis, the rates shall be those that prevail at the time the services are rendered. Rates are subject to change without prior notification. Reimbursable expenses shall include, but are not limited to those for travel, survey supplies, equipment use, telephone, photocopies, plan copies including vellum originals, fax, postage, and should overnight travel be required, lodging and per diem for meals and other reasonable expenses.

8. CONFIDENTIALITY. Sebago Technics agrees to keep confidential and will not disclose to any person or entity other than its employees and sub-consultants any data and information furnished to Sebago Technics stated to be or that is marked "Confidential" by the Client. Sebago Technics will not disclose such information without Client's prior consent except to the extent required for: 1) performance of services under the Agreement; 2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; 3) compliance with any court order, statute, law, or governmental directive; and/or 4) protection of Sebago Technics from the performance of services under this Agreement. Sebago Technics' obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. CORPORATE PROTECTION. Client agrees that Sebago Technics' services performed pursuant to the Scope of Services and any Additional Services rendered for Client's project shall not subject any of Sebago Technics' individual employees, officers, directors, or agents to any personal legal liability. Client agrees that its sole and exclusive remedy for any claim, demand, or suit related to the Scope of Services and any Additional Services shall be directed and asserted only against Sebago Technics, which is a Maine corporation. The Client further agrees to extend this limitation to Sebago Technics' corporate sub-consultants.

10. COUNTERPARTS AND DUPLICATE ORIGINALS. This Agreement may be executed in one or more counterparts which, when combined, shall constitute one complete original and may be executed in duplicate originals.

11. DISPUTE RESOLUTION. Sebago Technics and Client agree that prior to the initiation of legal proceedings, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of the Agreement. This provision shall survive completion or termination of the Agreement; however, neither party shall seek mediation of any claim or dispute arising out of the Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. Furthermore, Sebago Technics is not required to mediate claims and/or causes of action if it is prosecuting mechanics liens or seeking injunctive relief.

12. ELECTRONIC MEDIA. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional. Accordingly, documents provided to Client in electronic media form are for informational purposes only and are not an end product. Making electronic information available to the Client in no way implies that the recipient is required by Sebago Technics to use it. Use of electronic information supplied by Sebago Technics in this format is at the sole risk and liability of the user. Client agrees to defend, indemnify, and hold harmless Sebago Technics from any claims, liabilities, losses, or damages arising out of the use, reuse, or alteration of electronic media. Sebago Technics makes no warranties or representations, either expressed or implied, regarding the fitness or suitability of the electronic media. All clients shall be required to sign Sebago Technics' *Electronic File Confidentiality and Transfer Disclaimer* form. Any electronic files submitted by Sebago Technics to the Client have an acceptance deadline of forty-five (45) days. During this period, any defects reported by the Client to Sebago Technics will be corrected pursuant to its original Scope of Services. However, upon the expiration of this acceptance period, any defects claimed by the Client and reported to Sebago Technics shall be addressed by Sebago Technics, which shall be compensated therefore as Additional Services.

13. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the Client and Sebago Technics with respect to the subject matters stated herein and the Agreement supersedes all previous negotiations, discussions, and agreements between the Client and Sebago Technics as to the subject matter of the Agreement. The conditions set forth in the Agreement shall survive the completion of Sebago Technics' services under the Agreement and the termination of any services for cause.

14. ENVIRONMENTAL SITE ASSESSMENTS (ESAs). Should Sebago Technics be hired to perform any ESA services, the Client agrees to the fullest extent permitted by law to indemnify and hold Sebago Technics harmless from any and all claims, liability, and costs of defense, including but not limited to its attorney and paralegal fees and costs, whether or not actual litigation is commenced, for all liability, injury, or losses arising, allegedly arising, or related in any way to the existence, release, or disposal of toxic or hazardous substances as they may now or in the future be determined under any and all local, state, or federal laws except and unless Sebago Technics is found to have engaged in any willful misconduct related thereto.

15. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, delay or inability to obtain materials, equipment, fuel, or transportation.

16. HIDDEN CONDITIONS. A condition is hidden if concealed by existing conditions or is not capable of investigation by reasonable visual observation. If Sebago Technics has reason to believe that such a condition may exist, the Client agrees to authorize and pay for all costs associated with the reasonable investigation of such condition and, if necessary, all costs to correct the condition. If the Client either fails to authorize such investigation or correction after due notification or should Sebago Technics have reasonable belief no such condition exists, the Client agrees to be solely responsible for all risks associated with the condition and agrees that Sebago Technics shall not be responsible for the condition nor shall it have any liability with respect thereto as to the Client and all third parties.

17. INDEMNIFICATION. The Client agrees to indemnify and hold harmless Sebago Technics, its officers, directors, employees and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorney and paralegal fees and costs whether or not formal litigation is commenced) arising out of or resulting from performance of Sebago Technics work provided that any such claims, damages, losses, and expenses are caused in whole or in part by the negligent act, omission, or strict liability of the Client, anyone directly or indirectly engaged by the Client (other than Sebago Technics), or anyone for whose acts any of them may be liable.

18. INFORMATION PROVIDED BY OTHERS. After Sebago Technics has advised the Client about the information required for Sebago Technics to adequately perform its Scope of Services and any Additional Services, Client shall provide Sebago Technics with all requested information available to the Client and its consultants, agents, and contractors and Sebago Technics shall be entitled to rely upon the accuracy and completeness of such information. Because it is impossible to assure the accuracy, completeness, and sufficiency of information

due to errors or omissions which may have occurred in assembling the information the Client and/or its agents are providing to Sebago Technics, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Sebago Technics and its sub-consultants harmless from any and all claims, liability and costs of defense, including but not limited to its attorney and paralegal fees and costs, whether or not actual litigation is commenced, for all liability, injury or losses arising or allegedly arising from all errors, omissions or inaccuracies in all documents, specifications and information provided to Sebago Technics by the Client and/or its agents.

19. INSOLVENCY/AVOIDANCE OF PAYMENTS. In the event of a filing under the Federal Bankruptcy Code of a case by or against Client or in the event of the commencement by or against the Client of any state law proceeding for the liquidation of its assets or for the reorganization of its debts, Sebago Technics obligations under this Agreement are immediately relieved. To the extent that the Client makes a payment or payments to Sebago Technics which are in whole or in part subsequently invalidated or are declared to be a preference and are set aside and/or required to be repaid to any party under any bankruptcy or insolvency law, state or federal law, common law, or equitable cause, then to the extent such payments are set aside or are repaid, they shall be reinstated and included in what Client owes Sebago Technics.

20. INSURANCE. During the term of this Agreement, Sebago Technics agrees to provide insurance coverage for Professional Liability, Commercial General Liability, Worker's Compensation and Employer's Liability, and Automobile Liability for all of its employees. Evidence of this coverage can be provided upon request.

21. LEGAL ACTION, FEES AND COSTS. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty, or failure to perform in accordance with the standard of care, however expressed, shall be barred two (2) years from the day after the completion of Sebago Technics' services. In the event the Client institutes a suit against Sebago Technics, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for Sebago Technics, Client agrees to pay Sebago Technics any and all costs of defense, including attorney fees, expert witness fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Sebago Technics. In the event Sebago Technics utilizes an attorney to collect what it is owed under this Agreement with the Client, the Client agrees to pay all of Sebago Technics' reasonable attorney and paralegal fees, whether or not formal litigation is commenced, as well as all Court costs and other related expenses.

22. LENDER'S OR OTHER PARTY'S REQUIREMENTS. Sebago Technics shall not be required to execute any documents subsequent to the execution of this Agreement that in any way, in Sebago Technics' sole judgment, may increase Sebago Technics' contractual or legal obligations or risks or the availability or cost of Sebago Technics professional or general liability insurance.

23. NO FIDUCIARY DUTY. Client acknowledges that Sebago Technics does not owe it a fiduciary duty, that Client has had the opportunity to engage counsel prior to entering into the Agreement, and enters into the Agreement of its own free will and accord.

24. NOTICE. In the event that any notice is required to or may be given under the Agreement, then notwithstanding any other term or provision to the contrary, it shall be deemed given: (a) two (2) business days after deposit in the United States mail, first class, postage prepaid; (b) one (1) business day after placement with an overnight courier service which provides proof of delivery; or (c) if by any facsimile transmission or email of such notice the times in either (a) or (b) above, it being required that notice shall also be given by mail or overnight courier, addressed to the recipients as follows:

To Sebago Technics: Sebago Technics, Inc. 75 John Roberts Road, Suite 4A
South Portland, ME 04106

To Client: Notice Sent to Same Address as Proposal, Letter Agreement, or Contract, unless otherwise noted.

25. OWNERSHIP OF INSTRUMENTS OF PROFESSIONAL SERVICE. All field data, notes, reports, plans, specifications, and all other related information and documents, including CADD documents, no matter in what form they may be fixed, that are prepared by Sebago Technics are considered to be "Instruments of Professional Service" which shall remain the sole property of Sebago Technics. Sebago Technics, however, acknowledges that the final plans and specifications generated on behalf of the Client shall become the property of the Client upon completion of the work and receipt of full payment therefore.

The Client agrees that it will not reuse or modify the plans and specifications in any way without first receiving written authorization from Sebago Technics. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Sebago Technics harmless from any and all claims, liability, and costs of defense including, but not limited to, its attorney and paralegal fees, whether or not actual litigation is commenced, arising or allegedly arising out of any unauthorized reuse or modification by the Client, its agents, or any person or entity that acquires or obtains the plans and specifications from or through the Client and reuses or modifies them. In no event shall Sebago Technics be liable for any damages, including, but not limited to any claim of lost profits by the Client or any third party.

26. RECORD DOCUMENTS. Upon completion of the Client's project and/or Sebago Technics' work, Sebago Technics may be asked to compile and deliver to the Client a reproducible set of Record Documents that conform to the marked-up prints, drawings and data provided to the Client and/or its agents. This set of Record Documents will show the reported locations of work performed and significant changes that were made while the project progressed. Because these Record Documents may be based in whole or in part on information provided by others, not independently verified by Sebago Technics, but assumed to be true and accurate, Sebago Technics does not warrant in any way that they are accurate.

27. REPRESENTATIONS. The Client hereby represents and warrants that all of its agreements, representations, recitals, and acknowledgements made in the Agreement are true and correct and that it is duly authorized to enter into and execute and deliver the Agreement and all related documents and to perform all acts contemplated hereby and that the Agreement and all related documents are its legally valid and binding obligations as well the legally valid and binding obligations of its respective successors and assigns and are enforceable in accordance with their terms.

28. RISK ALLOCATIONS. In recognition of the relative risks, rewards, and benefits of the Client's project both to itself and to Sebago Technics, the Client hereby agrees, to the fullest extent permitted by law, to limit Sebago Technics' total liability to the Client and all third parties for all claims, losses, injuries, expenses and damages due to Sebago Technics' performance of its work, including that of its sub-consultants, to the greater of Sebago Technics fees or $50,000.00.

29. SCOPE OF SERVICES. The Scope of Services Sebago has agreed to perform is set forth in greater detail in the Proposal, Letter Agreement, or Contract. These services are based upon the requests of Sebago Technics' client and Sebago Technics' professional opinion of what services are being recommended or required based upon those requests.

30. SEVERABILITY OF PROVISIONS. In the event any one or more provisions contained in the Agreement should be found to be invalid, illegal, or unenforceable in any respect by any Court having valid jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired and to this end, the provisions of the Agreement shall be deemed severable.

31. SITE AND SUBSURFACE INVESTIGATIONS. Client agrees to furnish right of entry and permission for Sebago Technics, its employees, and/or subcontractors, to perform surveys, borings, and other investigations, including subsurface explorations, pursuant to the scope of services. Sebago Technics will take reasonable precautions to minimize damage to the property. If Sebago Technics is required to restore the property, or subsurface conditions, or structures to its former condition, the cost plus fifteen (15) percent will be added to the fee. Client shall indemnify, defend, and hold harmless Sebago Technics, its employees, and subcontractors from any and all claims, damages, losses, and expenses (including reasonable attorney fees), arising out of or resulting from any such damage, except to the extent caused by Sebago Technics' negligence.

32. STANDARD OF CARE. The Services provided by Sebago Technics will be performed in accordance with generally accepted practices of engineers, surveyors, landscape architects, and/or scientists (as applicable) providing similar services at the same time, in the same locale, and under like circumstances.

33. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Client and Sebago Technics and their respective successors and assigns, including without limitation, any trustee in bankruptcy or any receiver or trustee or similar entity appointed on behalf of the Client or its respective properties or estates. However, nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Sebago Technics.

34. SUSPENSION/TERMINATION OF SERVICES. The Agreement between the Client and Sebago Technics may be terminated upon ten (10) days written notice received by either party from the other, should either party fail to perform its obligations under the Agreement. In the event of termination by either party, Client shall pay Sebago Technics for all services rendered and costs incurred up to and including the date of termination plus any post termination work that in Sebago Technics' sole discretion may be required.

If Client fails to make payment when due for services and reimbursable expenses, Sebago Technics may, upon seven (7) days written notice to Client, suspend and/or terminate performance of services under this Agreement. Unless payment in full is received by Sebago Technics within seven (7) days of the date of the notice, the suspension and/or termination shall take effect without further notice. In the event of a suspension and/or termination of services, Sebago Technics shall have no liability to Client for delay or damage to Client or others because of such suspension and/or termination of services.

35. WAIVER. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Sebago Technics may have, nor shall any such delay be construed to be a waiver of any such rights, powers, or remedies or an acquiescence to any breach or default under this Agreement, nor shall any such act or failure to act by Sebago Technics constitute a waiver of any subsequently occurring default or breach by Client.

36. WAIVER OF INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES. Client and Sebago Technics waive incidental, indirect, and consequential damages for claims, disputes, or other matters in question arising out of or relating in any way to the Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value, and shall apply to any cause of action including, but not limited to, negligence, strict liability, breach of contract, and breach of warranty. This mutual waiver is applicable, without limitation, to all claims for consequential damages due to either party's termination in accordance with the provisions set forth in the terms and conditions of the Agreement

81296RA - ARPA YDC Replacement Design
HDR Contract Amendment 3
Increase Contract A from Contingency by $24,705
as outlined below:

Timothy D Smith
2024.02.09
10:31:27 -05'00'

January 30, 2024 (Delivered via email)

Timothy D. Smith, Architect
Project Manager IV
New Hampshire Department of Administrative Services
Division of Public Works, Design and Construction
7 Hazen Drive, Suite 250
Concord, NH 03301
timothy.d.smith@das.nh.gov

Subject: Additional Service Request 3 – Value Engineering Exercise
ARPA – Youth Development Center Replacement Facility
Project Number: 81296R, Contract A
HDR Project No. 10376623

Dear Mr. Smith,

We are pleased to present the following proposal for HDR services to support the Schematic Design Phase regarding Value Engineering, Re-evaluation of the Construction Cost Estimate, and Additional Site Location Exploration beyond our previously agreed to Basic Scope of Services. Detailed in this proposal are services that we will provide as it relates to the efforts previously mentioned.

Scope of Services and Fees

Below are the tasks that will be executed to address value engineering, construction cost estimates, and additional site exploration beyond amount included in executed agreement:

- Additional Workshop Meetings with Consultants
- Project Team to Develop Reductions, Alternates, Addition/Deduction Options Towards Material Costs Only for Revised Construction Cost Estimate

- Exploration of New Building Layout and High-Level Construction Costs for Site Location 'A'
- Project Team to Reevaluate Construction Cost Estimates for Site Location 'A' and 'C.1'

The table below provides our breakdown of the fee:

Company	Fee
HDR	$19,205.00
Trophy Point (Maximum not to exceed $5,000)	$5,000.00
HDR Mark-up	$500.00
[illegible]	[illegible]
Total Fee:	**$24,705.00**

If this proposal is acceptable, please return one signed copy for our records so that we may include the adjusted fee within our services.

Please do not hesitate to call if you require additional information, or if you have any questions. We look forward continuing to work with you on the New Hampshire Youth Development Center Replacement Facility and appreciate your consideration of our request.

Sincerely,
HDR Architecture, Inc.

Tommy Sinclair, AIA, NCARB
Associate, Justice Principal

Matthew Fickett, AIA, CPHC, LEED
Managing Principal

cc: Gerry Guerrero (HDR)
Christina Buompane (HDR)
Kevin Klemas (HDR)

Signature: _____ Date: _____
(Signature approval on behalf of the State of New Hampshire Department of Administrative Services)

hdrinc.com

99 High Street, Suite 2300, Boston, MA 02110-2378
(617) 357-7700

State of New Hampshire

Secure Juvenile Treatment Facility

For HDR
Attn: Christina Buompane
99 High Street, Suite 2300
Boston, MA 02110

In Response To:

Request for Proposal

Email from Christina Buompane on 1/12/2024

TROPHY POINT
Construction Services & Consulting

Fee Proposal for Cost Estimating Services

1/15/2024

Trophy Point, LLC

Blasdell, NY

Pittsburgh, PA

New York, NY

Downers Grove, IL

Contact: Rich Chudzik
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

Fee Proposal

TROPHY POINT
Construction Services & Consulting

In direct response to the referenced solicitation, Trophy Point proposes to provide **Construction Cost Estimating** services in support of the **State of New Hampshire – Secure Juvenile Treatment Facility** project for the following:

Not-To-Exceed Amounts

Description	Fee
Schematic Design Estimate Value Engineering	$5,000

The estimate will be prepared in CSI format.

This proposal does not include time for Trophy Point attendance at meetings. Should Trophy Point's participation be required at meetings, our Commercial Rates will be applied.

The pricing above does not include site walkthroughs. If required, Trophy Point will provide such services against our Commercial Rates. Travel expenses will be billed at cost to the client for such visits.

This proposal does not include the reconciliation of the estimate with a construction manager, third party estimating firm, or another party at any point in time.

Reimbursable expenses (i.e. printing of plans, travel, mileage), if required, will be billed at cost to the client.

Upon receipt of the drawings and the authorization-to-proceed, a deliverable schedule will be mutually agreed upon.

TROPHY POINT
Construction Services & Consulting

Should you have any questions, please do not hesitate to contact me directly.

We are excited to work with you in achieving your vision!

Respectfully,

Richard G. Chudzik

Richard G. Chudzik

President & Owner
Trophy Point, LLC
4588 South Park Avenue
Blasdell, NY 14219
Phone: 716-823-0006
Email: rchudzik@trophypoint.com

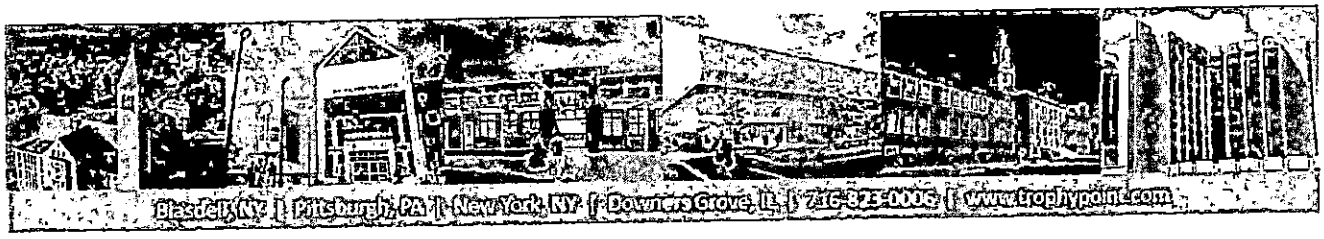
Signature of this proposal below represents the acceptance of all pricing and terms as noted above.

AUTHORIZED BY: _____

Printed Name Title

_____

Signature Date



CHARLES M. ARLINGHAUS
Commissioner

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

NOTICE TO PROCEED
PROJECT MODIFICATION

Date: February 26, 2024

To: HDR Architecture, Inc
1917 S 67th Street
Omaha, NE 68106

From: Theodore Kupper, P.E.
Director
(603) 271-3516
(603) 271-3515
theodore.kupper@das.nh.gov

Project Title: ARPA - Youth Development Center Replacement

Project Number: 81296R ***Contract:*** A

Notice:

You are hereby notified that the New Hampshire Department of Administrative Services Division of Public Works Design & Construction has approved your Proposal dated January 30, 2024 for additional services for the subject Project. This constitutes the official Notice to Proceed in the Not-To-Exceed amount of $24,705.00 creating a Revised Total Not-To-Exceed fee of $1,630,385.00. The Statewide Service Agreement, approved by the State of New Hampshire Governor and Executive Council on June 14, 2023, Item Number 174 authorizes this work. The Consultant shall not proceed with work for any additional services that are not part of an official Notice to Proceed. The State is not liable for any monies for Work that is not part of an official Notice to Proceed.

Please contact Timothy D. Smith, R.A., Contract Administrator at (603) 271-1643 to arrange for work to commence. All invoices shall be submitted to the Contract Administrator and shall reference the Project Number, Contract Letter, and the period invoiced. In addition, the last invoice shall be identified as 'Final'.

Sincerely,

Theodore Kupper, PE

Theodore Kupper, P.E.
Director

Enclosure:

cc: Tim Smith, Contract Administrator – Division of Public Works Design & Construction
Morissa Henn, Assistant Commissioner – DHHS

HDR

April 19, 2024

81296RA
Contract Amendment #4
increase $4,180 for
additional
geotechnical services.

new contract value = $2,103,732

(Delivered via email)

Timothy D Smith
2024.04.25
08:54:03 -04'00'

Timothy D. Smith, Architect
Project Manager IV
New Hampshire Department of Administrative Services
Division of Public Works, Design and Construction
7 Hazen Drive, Suite 250
Concord, NH 03301
timothy.d.smith@das.nh.gov

Subject: Additional Service Request 4 – Replacement for Geotechnical Services
ARPA – Youth Development Center Replacement Facility
Project Number: 81296R, Contract A
HDR Project No. 10376623

Dear Mr. Smith,

We are pleased to present the following proposal for HDR services to support the Design Development Phase regarding Replacement for Geotechnical Services as part of the Basic Scope of Services. Detailed in this proposal are services that we will provide as it relates to the efforts previously mentioned.

Scope of Services and Fees

Below are the tasks that will be executed to address geotechnical services:

- HASP Preparation, Project Coordination, and Utility Clearance
- Subsurface Investigations (drilling and test pits)
- Geotechnical Laboratory Analysis
- Geotechnical Engineering Evaluations and Report Preparation

The table below provides our breakdown of the fee:

Company	Fee
GZA Geoenvironmental, Inc. (please note: Geotech was previously approved for $14,000 fee in contract sum)	$17,800.00 $3,800.00
HDR Mark-up (mark-up based on $3,800 increase from previous subconsultant fee)	$380.00
Total Fee:	**$4,180.00**

If this proposal is acceptable, please return one signed copy for our records so that we may include the adjusted fee within our services.

Please do not hesitate to call if you require additional information, or if you have any questions. We look forward continuing to work with you on the New Hampshire Youth Development Center Replacement Facility and appreciate your consideration of our request.

Sincerely,
HDR Architecture, Inc.

Tommy Sinclair, AIA, NCARB
Associate, Justice Principal

Matthew Fickett, AIA, CPHC, LEED
Managing Principal

cc: Gerry Guerrero (HDR)
Christina Buompane (HDR)
Kevin Klemas (HDR)

Signature: _____ Date:_____
(Signature approval on behalf of the State of New Hampshire Department of Administrative Services)

CHARLES M. ARUNGHAUS
Commissioner

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

NOTICE TO PROCEED
PROJECT MODIFICATION

Date: April 29, 2024

To: HDR Architecture, Inc
1917 S 67th Street
Omaha, NE 68106

From: Theodore Kupper, P.E.
Director
(603) 271-3516
(603) 271-3515
theodore.kupper@das.nh.gov

Project Title: ARPA - Youth DevelopmentCenter Replacement

Project Number: 81296R *Contract:* A

Notice:

You are hereby notified that the New Hampshire Department of Administrative Services Division of Public Works Design & Construction has approved your Proposal dated April 19, 2024 for geotechnical services for the subject Project. This constitutes the official Notice to Proceed in the Not-To-Exceed amount of $4,180.00 creating a Revised Total Not-To-Exceed fee of $1,634,565.00. The Statewide Service Agreement, approved by the State of New Hampshire Governor and Executive Council on June 14, 2023, Item Number 174 authorizes this work. The Consultant shall not proceed with work for any additional services that are not part of an official Notice to Proceed. The State is not liable for any monies for Work that is not part of an official Notice to Proceed.

Please contact Timothy D. Smith, R.A., Contract Administrator at (603) 271-1643 to arrange for work to commence. All invoices shall be submitted to the Contract Administrator and shall reference the Project Number, Contract Letter, and the period invoiced. In addition, the last invoice shall be identified as 'Final'.

Sincerely,

Theodore Kupper, PE

Theodore Kupper, P.E.
Director

Enclosure:

cc: Tim Smith, Contract Administrator – Division of Public Works Design & Construction
Marissa Henn, Associate Commissioner – DHHS Commissioner's Office
Audit File

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

September 11, 2023

Dear Matthew Fickett,

As per the Matrix of Authority, Signatory Policy and authorization granted by the Board of Directors effective September 11, 2023, limited specific secondary signatory authority is hereby granted and will not require my Primary Signatory approval to be processed.

I assign Matthew Fickett as a Secondary Signatory on my behalf for the following HDR legal entities to execute documents pertaining to specific projects with the provisions listed below.

HDR Legal Entities:
HDR Architecture, Inc.
HDR Architecture, P.C.

Secondary Signatory Provisions:

1. For client proposals, new contracts, and contract modifications with gross fees up to $500K, signatory authority is hereby delegated provided the following conditions are met:
   a. GNG and Fee Review including PCRF have been completed and documented.
   b. Use of HDR template/form of agreement.
   c. If using any other form of agreement, review by HDR legal has been completed and revisions have been made per MOA including review by the Primary Signatory.
   d. Traditional project delivery method (Design-Bid-Build, owner as client).
2. For client proposals, new contracts, and contract modifications with gross fees over $500K, review by the Primary Signatory is required. One of the following two actions will be taken provided legal review has been completed and terms/conditions are deemed acceptable:
   a. Primary Signatory will execute the contract/proposal; or
   b. Signatory authority will be delegated to you in writing to execute the contract/proposal as Secondary Signatory.
3. For all sub-consultant agreements, signatory authority is hereby delegated provided the following conditions are met:
   a. Prime Agreement has been executed between the Client and HDR pursuant to provisions 1 &2 above.
   b. Use of HDR template/form of agreement.
   c. If variance from any HDR terms & conditions are requested by the sub-consultant, review by HDR legal must be completed as well as review by the Primary Signatory.

3001 Washington Boulevard, Suite 200, Arlington, VA 22201-2117
(703) 518-8500

4. For all non-disclosure agreements, electronic media release forms, or non-financially binding agreements, signatory authority is hereby delegated assuming they are either; HDR documents that have not been modified or documents provided to HDR and reviewed and approved by HDR legal.
5. For all non-project, administrative overhead activities and contractual actions, signatory authority is hereby delegated provided the following conditions are met:
    a. Compliance with HDR's expense and procurement policies and guidelines.
    b. MOA approvals completed in EBS using the requisition and PO process.
    c. Contractual agreements are reviewed and approved by HDR legal.

All documents that are executed under these conditions, must be forwarded to the Regional Director of Architecture for record.

This authorization is limited to the aforenoted provisions for projects, amendments, and administrative actions which adheres to the review and approval process outlined in the current Matrix of Authority and Signatory Policy.

These provisions are not applicable for any high-risk projects. Any documents outside of these parameters require individual additional review and approval by the Regional Director of Architecture, to be signed as a secondary signatory authority.

This authorization is effective from September 2023 through September 2024, unless superseded in writing by the Regional Director of Architecture, others having authority, or changed parameters in future revisions to the Matrix of Authority.

Please let me know if you have any questions.

Sincerely,

KBONNER

Kent Bonner, AIA, NCARB, LEED AP BD+C
Vice President
East Region Director of Architecture

Attachments: Matrix of Authority, Signatory List

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 HDR ARCHITECTURE, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on July 22, 1976. 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: **1772**

Certificate Number: **0006730401**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of July A.D. 2024.

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 6/18/2024

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1016040
HDR ARCHITECTURE, INC.
1917 SOUTH 67TH STREET
OMAHA, NE 68106

CERTIFICATE NUMBER: 20680405

REVISION NUMBER: XXXXXXX

COVERAGES

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			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER.							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH.& ENG PROFESSIONAL LIABILITY	N	N	P1001412400	6/1/2024	6/1/2025	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)
New youth treatment facility approximately 32,000 SF and will house up to 18 youth sleeping units, as well as ancillary support spaces such as: recreational, medical, educational, & administrative areas.

CERTIFICATE HOLDER

20680405
New Hampshire Department of Administrative Service
Division of Public Works, Design and Construction
ATTN: TIMOTHY SMITH
7 Hazen Drive, Suite 250
Concord NH 03301

CANCELLATION

See Attachment

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

Joseph M. Agnello

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This endorsement, effective: 06/01/2024 - 06/01/2025

Forms a part of policy no.: P1001412400

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person orther employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2024

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Ohio Casualty Insurance Company	24074
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HDR Architecture, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES

CERTIFICATE NUMBER: W33910071 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 X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	EUO (25) 57919363	06/01/2024	06/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-014	06/01/2024	06/01/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

New Hampshire Department of Administrative Services -
Division of Public Works, Design and Construction
Attn: Timothy Smith
7 Hazen Drive, Suite 250
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Architecture, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: New youth treatment facility approximately 32,000 SF and will house up to 18 youth sleeping units, as well as ancillary support spaces such as: recreational, medical, educational, & administrative areas.

Additional Insureds: STATE, its agencies, and its agents and employees

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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

174

June 14, 2023

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

REQUESTED ACTION

1) Authorize the Department of Administrative Services to enter into an agreement with HDR Architecture, Inc. (VC#454693) Omaha, Nebraska, for a total price not to exceed $1,576,530 for Project Number 81296R Contract A for design and construction administration services for the ARPA Youth Development Center Replacement, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administrative services, estimated to be May 14, 2024, unless extended in accordance with the contract terms. **100% Federal Funds.**

2) Further authorize a design contingency in the amount of $150,000 be approved for unanticipated design expenses for the ARPA Youth Development Center Replacement, New Hampshire, bringing the total to $1,726,530. **100% Federal Funds.**

3) Further authorize the amount of $67,000 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 $1,793,530. **100% Federal Funds.**

Funding is available in account titled Department of Health and Human Services as follows:

	FY 2023
05-95-94-940010-24650000 ARPA DHHS Fiscal Recovery Fund	
102-500731 – Contracts For Program Services	$ 1,576,530
102-500731 – Contracts For Program Services-Contingency	$ 150,000
102-500731 – Contracts For Program Services-DPW Fees	$ 67,000
Grand Total	**$ 1,793,530**

EXPLANATION

Pursuant to Chapter 2:2, I, Laws of 2023, the Department of Health and Human Services is responsible to construct a secured treatment facility to replace the Youth Development Center in Manchester. This contract is for professional design and construction administration services for the new secure juvenile treatment facility. The new facility will be between 20,000 SF and 25,000 SF and house up to eighteen (18) youth, as well as ancillary support spaces such as recreational, educational and administrative areas. The new facility will also have a more residential atmosphere. The location of the new facility is yet to be determined but will be centrally located in New Hampshire.

The existing facility is aging, oversized (+/-50,000 SF, 144 beds), and inefficient to staff, operate and maintain. The existing facility is also designed based on an outdated youth correctional model which is no longer accepted. The new facility will be designed according to current building codes and the American Correctional Association (ACA) Standards for Juvenile Correctional Facilities. The construction documents will be delivered by May 14, 2024.

In September 2022, the Division of Public Works Design & Construction solicited Registered Architects and Engineers, by public announcement in the State, for interest in providing consultant services for the design of the Youth Development Center Replacement Facility.

Four (4) 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..

Fitzemeyer & Tocci Associates, Inc.	HDR Architecture, Inc.
Harriman Associates	Studio Nexus Architects + Planners

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

Interviews were held with the following three (3) Consultant firms on December 1, 2022.

Harriman Associates	Studio Nexus Architects + Planners
HDR Architecture, Inc.	

Based on their technical proposal, presentation and experience on projects of a similar nature, the firm of HDR Architecture, Inc. was chosen as best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience. The Consultant Selection Committee included representatives from the Department of Health and Human Services and the Division of Public Works Design and Construction. An explanation of the Consultant Selection Committee is also provided, herewith, for your information.

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

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

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Explanation of Consultant Selection Committee

ARPA – Youth Development Center Replacement, Project #81296R-A

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

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

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

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

Morissa Henn's career is focused on supporting families and communities at the intersections of public health, public policy, and healthcare delivery. She serves as **Associate Commissioner at the New Hampshire Department of Health and Human Services** where she leads cross-cutting efforts to integrate and improve services. This includes overseeing New Hampshire's child welfare and juvenile justice system, and its public mental health and substance misuse system. Previous roles include serving as Community Health Director at Intermountain Healthcare, a not-for-profit 24-hospital and 160-clinic integrated health system based in Utah. Morissa also spent eight years working on local and national child health policy issues in New York City

Joseph Ribsam, Jr. has served as the **Director of the New Hampshire Division for Children, Youth, and Families** where he is responsible for the state's child protection and juvenile justice systems, including the state's only secure facility for detained and committed youth, and is charged with leading a comprehensive transformation of those systems. Previously, he served ten years in New Jersey's Department of Children and Families in multiple roles, ultimately serving as Deputy Commissioner, with responsibility for child protection and children's behavioral health including the nation's first integrated, statewide Children's System of Care for Behavioral Health, Intellectual and Developmental Disability, and Substance Use Disorder. Before working in public child welfare, he was a licensed attorney and certified teacher in the state of New Jersey.

Position Title	Committee Member	Years of Experience
Director	Theodore Kupper, P.E.	7 years State service 35 years private sector
Deputy Director	Michelle Juliano, P.E.	33 years State service
Project Manager IV	Timothy Smith, R.A.	10 years State service 25 years private sector
Associate Commissioner, DHHS	Morissa Henn	2 years of State service 11 years combined private sector & other state service
Director, DHHS Division for Children Youth & Family	Joseph Ribsam, Jr.	5 years State service 15 years combined private sector & other state service

Interview/Selection date: 1-Dec-22

COMMITTEE PROPOSAL RATING FOR
SECURE JUVENILE TREATMENT FACILITY

Consultant Name	Comprehension of Assignment	Clarity of Proposal	Capacity to Perform in a Timely Manner	Quality and Experience of PM/Team	Overall Suitability for the Assignment	Total Score	Cumulative Score
HARRIMAN							99.5
Theodore Kupper	5	4	5	4	5	23	
Michelle Juliano	3	3.5	2	4.5	3.5	18.5	
Timothy Smith	4	4	5	4	4	21	
Morissa Henn	4	3	4	4	4	19	
Joseph Ribsam	5	3	3	5	4	20	
HDR							123.0 <=== Highest Score
Theodore Kupper	5	5	5	5	4	24	
Michelle Juliano	5	5	5	5	5	25	
Timothy Smith	5	4	5	5	5	24	
Morissa Henn	5	5	5	5	5	25	
Joseph Ribsam	5	5	5	5	5	25	
STUDIO NEXUS							76.5
Theodore Kupper	4	3	5	2	3	17	
Michelle Juliano	3.5	4	3	4	4	18.5	
Timothy Smith	3	4	3	3	3	16	
Morissa Henn	3	2	2	2	2	11	
Joseph Ribsam	3	3	3	3	2	14	

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 HDR ARCHITECTURE, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on July 22, 1976. 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: 1772

Certificate Number: 0006231753

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of May A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Architecture, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

> "**RESOLVED,** that effective immediately, and until termination of said individual from the Corporation, or until recision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:
>
> . . . Gregory Kent Bonner – Vice President . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED May 25, 2023.

HDR ARCHITECTURE, INC. CORPORATE SEAL NEBRASKA CORPORATION

Elizabeth C. Buell, Assistant Secretary