144 mac

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

May 2, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Administrative Services, Division of Public Works Design and Construction to enter into a Design Agreement with Smith, Alvarez, Sienkiewycz Architects, (VC#260846), Burlington, Vermont, for a total price not to exceed $2,099,915.00 for Project Number 81363R-A Community Services Center, Concord, New Hampshire. This contract is effective upon Governor and Council approval through the completion of construction administration services, estimated to be April 1, 2029, unless extended in accordance with the contract terms. **100% Federal Funds.**

2) Further authorize that a contingency in the amount of $50,000.00 be approved for unanticipated site expenses, bringing the total to $2,149,915.00. **100% Federal Funds.**

3) Further authorize the amount of $37,234.00 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 $2,187,149.00. **100% Federal Funds**.

Funding is available in account titled Department of Military Affairs & Veterans Services as follows:

	FY 2025
02-12-12-120010-67130000-NHNG Services Center	
034-500161 – Capital Projects – Design-Type A & B Services	$ 1,557,115.00
034-500161 – Capital Projects – DPW Fees	$ 37,234.00
Subtotal	$ 1,594,349.00
***Pending Availability of Federal Funds**	
02-12-12-120010-67130000-NHNG Services Center	
034-500161 – Capital Projects – Design-Type C Services	$ 542,800.00
034-500161 – Capital Projects - Contingency	$ 50,000.00
Total	$ 2,187,149.00

EXPLANATION

This project is for the planning and design of a new 28,600 SF National Guard Community Services Center located on the State Military Reservation, in Concord, New Hampshire. The new facility will provide secure, versatile and flexible military and community-based program spaces to include fitness and training center; large multi-purpose spaces; classrooms; chapel; and administrative offices. The facility provides office space for wellness program elements to support service members, veterans, individuals and families. Numerous Department of Defense programs, such as, health and fitness, suicide prevention and outreach, behavioral health, transition assistance, and veteran's benefits will be provided at this facility. The Center will staff approximately 70 employees. A new Community Services Center built in Concord will increase the function, capability and efficiency of the National Guard's NH Wellness programs.

In September 2024, 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 National Guard Community Services Center.

Seven (7) consultant firms submitted letters of interest and were considered for this assignment. Based on their total years of experience, experience with projects of a similar nature, and past work with the Division of Public Works, a short list of three (3) firms was developed. These firms were asked to submit a technical proposal and attend an interview. Interviews were held on November 20, 2024 with Smith, Alvarez, Sienkiewycz Architects receiving the highest cumulative scoring by the committee.

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

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Interview/Selection date: 20-Nov-24

COMMITTEE PROPOSAL RATING FOR COMMUNITY SERVICES CENTER

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
Mires, Dennis PA, The Architects							64.0
Theodore Kupper	4	3	4	4	4	19	
Wyatt Porter-Brown	3	2	2	3	3	13	
Ken Coombs	4	5	2	3	2	16	
Benjamin Stevens	4	3	3	3	3	16	
Smith Alvarez Sienkiewcyz							100.0
Theodore Kupper	5	5	5	5	5	25	
Wyatt Porter-Brown	5	5	5	5	5	25	
Ken Coombs	5	5	5	5	5	25	
Benjamin Stevens	5	5	5	5	5	25	
SMRT							89.0
Theodore Kupper	5	4	4	5	5	23	
Wyatt Porter-Brown	5	5	5	5	4	24	
Ken Coombs	4	4	5	4	4	21	
Benjamin Stevens	5	5	3	4	4	21	

Explanation of Consultant Committee Selection – Community Service Center

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

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

The **Project Manager** brings additional expertise concerning the capabilities of various consultants with whom they have worked. Their years of project management experience provide the more detailed perspective about the various consultants' strengths or weaknesses and how they would fit with the project needs.

The Department of Military Affairs and Veterans Services' (MAVS) representatives oversee the capital and maintenance program for MAVS. They provide the detailed understanding of the Using Agency's needs as well as an in-depth understanding of Federal construction contract administration processes and project requirements needed for funding reimbursement.

Director Project Manager VI	Theodore Kupper, P.E.	11 years State service, 42 years private sector
Architectural Project Manager III	J. Wyatt Porter- Brown	6 years State service, 31 years private sector
MAVS, NH Army National Guard Construction & Facilities Officer (CFMO)	Ben Stevens, MAJ	6 years Federal service 14 years private sector
MAVS, NH Army National Guard Project Manager	Kenneth Coombs, R.A.	14 years State service 35 years private sector

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

AGREEMENT
FOR
COMMUMITY SERVICES CENTER
CONCORD, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S PROJECT NUMBER 81363R
CONTRACT A

SMITH ALVAREZ SIENKIEWYCZ
117 SAINT PAUL STREET
BURLINGTON, VT 05401

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated December 20, 2024, Revised February 12, 2025, from Smith, Alvarez, Sienkiewycz Architects, 7 pages.

2. Exhibit 'B': Smith, Alvarez, Sienkiewycz Architects Wage Rates, 1 page(s).

3. Exhibit 'C': Quality Assurance/Quality Control Program dated November 1, 2024 from Smith, Alvarez, Sienkiewycz Architects, 1 page.

4. Exhibit 'D': Required Contract Terms for Programs Funded by ARPA SFRF, 15 pages.

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NUMBER81363R, CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 2nd day of May in the year 2025 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the ADJUTANT GENERAL OF THE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVCIES, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and Smith, Alvarez, Sienkiewyz Architect, P.C., 117 St. Paul Street, Burlington, VT 05401 (Vendor Number 260846), hereinafter referred to as the CONSULTANT, collectively "PARTIES," witnesses that:.

WHEREAS, CONSULTANT submitted a proposal to provide consultant services for the design of the Community Services Center, Concord, NH (Exhibit 'A');

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B', 'C' and 'D' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Two Million, Ninety Nine Thousand, Nine Hundred Fifteen Dollars and Zero Cents ($2,099,915.00). The CONSULTANT agrees to accept this amount as full compensation for the combined total cost of all work, expenses and profit.

THE PROFESSIONAL STUDY SHALL CONSIST OF THE FOLLOWING:

The Community Services Center will be a new facility located on the State Military Reservation (SMR) at 1 Minuteman Way, in Concord, NH. The site will be in the current location of Building C which will be demolished as part of this project. The proposed facility will be roughly 28,600 SF and include a Fitness/Drill Hall, Classrooms, Multipurpose Area, Break Area, Soldier Support/Community Program Offices/Area, Chaplain Offices, Resiliency Program, Family Member Services, Inspector General Offices, Offices of the State Surgeon, Behavior Health Offices, Health Fitness Offices, and support spaces as indicated on prior concept studies. We understand there will be a programming period to further define the spaces and finalize the 1390/91. Site work will include associated parking, drainage, and utility improvements.

PART I FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.

2. Payment will be based upon the

   A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be $80 per hour for the life of the AGREEMENT.

   B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.

   C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.

3. Payment will be calculated as follows:

   Contract Labor Rate ($/hr) + Fixed Fee [12% maximum] ($/hr) = Total Hourly Wage per employee.

4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:

   A. Schematic and Design Development Phases 25%

   B. Construction Documents and Bidding Phases 74%

   C. Construction Administration Phase 100%

5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.

6. Employees not listed on Exhibit 'B' shall be compensated at a multiple of two and one quarter (2.25) times the employee's Direct Personnel Expense.

7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.

8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents

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

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

PART 2 ASBESTOS:

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

PART 3 DESIGN GUIDELINES:

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

PART 4 CONSULTANT'S BASIC SERVICES:

1. The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof.

   A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

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

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

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

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

1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the

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

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

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

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

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

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

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before **April 1, 2027.**

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

1. The DEPARTMENT will provide the CONSULTANT with all pertinent information, to a reasonable extent, regarding the DEPARTMENT'S and the USING AGENCY'S requirements for the project.

2. The DEPARTMENT will review project documents for consistency with DEPARTMENT standards. The DEPARTMENT'S review is to ensure project requirements are met, there are no negative impacts to USING AGENCY operations, and the design is in the STATE'S best interest. The DEPARTMENT'S review shall not be considered part of the CONSULTANT'S QA/QC program.

3. The DEPARTMENT hereby designates the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION as its representative, authorized to act in its behalf with respect to the project. The Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION will examine the documents submitted by the CONSULTANT and will render decisions pertaining thereto promptly in order to avoid delay in the progress of the CONSULTANT'S work.

4. The DEPARTMENT will administer all details in connection with obtaining bids or negotiating proposals, awarding and preparing contracts, preparing partial estimates and other contract administrative work required for the project.

5. The DEPARTMENT will provide for field inspection of the work.

6. The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

PART 7 TERMINATION OF AGREEMENT:

1. The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such

abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.

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

PART 8 EXTENT OF AGREEMENT:

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

PART 9 CONTINGENT NATURE OF AGREEMENT:

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

PART 10 CLAIMS AND INDEMNIFICATION:

1. NON-PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.

2. PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.

3. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

PART 11 INSURANCE:

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

2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. Such professional liability insurance shall be in the minimum amount of $2,000,000 in the aggregate. No retention (deductible) shall be more than $75,000 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE, its agencies, and its agents and employees to be named as additional insureds). The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of $500,000 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.

2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.

3. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT

pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.:

DATED: May 2, 2025 BY: _____
Cheryl Dowling

Principal
Title

cheryl@sasarchitects.com

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 5-2-25 BY: _____
Charles M. Arlinghaus
Commissioner

USING AGENCY:
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVCIES

DATED: _____ BY: MIKOLAITIES.DAVID JAMES.1005727029 Digitally signed by MIKOLAITIES.DAVID.JAMES.1005727029 Date: 2025.05.07 11:18:39 -04'00'
Major General David Mikolaities,
Adjutant General

ATTORNEY GENERAL:

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

DATED: 5/14/25 BY: _____

SECRETARY OF STATE:

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

DATED: _____ BY: _____
Secretary of State

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

Selected A/E DPW # 81363R, Contract A. Budgeted Amount for Type A&B services $1,557,115.00. Type C services $542,800.00 for a total of #2,099,915.00 Reviewed and approved by J. Wyatt Porter-Brown and DMAVS. 2/12/25

December 20, 2024 (REVISED February 12, 2025)

Michelle L. Juliano, P.E.
3/28/25

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

Attn: J. Wyatt Porter - Brown

Re: Revised Architectural/Engineering Fee Proposal
Community Services Center NHARNG
Project # 81363

Dear Wyatt:

We are pleased to submit this proposal for architectural and engineering services for the Community Services Center.

The Community Services Center will be a new facility located on the State Military Reservation (SMR) at 1 Minuteman Way, in Concord, NH. The site will be in the current location of Building C which will be demolished as part of this project. The proposed facility will be roughly 28,600 SF and include a Fitness/Drill Hall, Classrooms, Multipurpose Area, Break Area, Soldier Support/Community Program Offices/Area, Chaplain Offices, Resiliency Program, Family Member Services, Inspector General Offices, Offices of the State Surgeon, Behavior Health Offices, Health Fitness Offices, and support spaces as indicated on prior concept studies. We understand there will be a programming period to further define the spaces and finalize the 1390/91. Site work will include associated parking, drainage, and utility improvements.

Please note:

1. Our fee is based on a maximum construction cost of $18,400,000.

2. We have reviewed the sample contract and take no exception to it.

3. Developing documents for the demolition of the existing building is included in our fee.

4. Our proposal includes coordination with Concord Municipalities, the State Fire Marshall's Office, the State Historic Preservation Office, and other State and Local agencies as are commonly part of the design process. We plan on attending (2) meetings with the City of Concord, (2) meetings with SHPO over the course of the project, and (3) meetings with the SFMO if required. This coordination does not include exhaustive studies/reports multiple town meetings or public hearings beyond what we've indicated.

5. We understand that the project will comply with the Army Electrification Guidance for Military Construction Projects Memo dated May 18, 2023.

6. Type A Services include Basic Services for the Investigative and Design Phase of the project briefly defined as follows:

   - Hire a consultant to field survey the site as noted in attached Exhibit A.
   - Preliminary review of ATFP, building codes and zoning regulations to determine the site restrictions and general parameters for the building.
   - Review previous concept studies and meet with NHARNG and DPW to develop a building program, 1390/91 documents, and project goals.
   - Develop design concepts for all aspects of the project including site, structural, mechanical, electrical and fire protection. Review with NHARNG and DPW and refine until the general design direction and scope of the project are set.
   - Preliminary LEED analysis to determine overall project goals for each credit.
   - Meet with City and State Officials to review project and establish probable permit process.
   - Develop and refine the schematic design, offering alternatives in design materials and systems for discussion and evaluation.
   - Using drawings provided by NHARNG and field visits, document existing conditions of Building C scheduled to be demolished. Hazardous Building Materials Assessment for Building C will be completed under separate contract.
   - Building B is a historic structure that will remain and sits within the site of this project. The project approach will incorporate Building B for planning purposes and will be reviewed with the NH State Historic Preservation Office. Comments from SHPO will be reviewed and incorporated where possible.
   - We understand there are shared utilities between Building B and Building C. Our scope will include investigation of existing and shared utilities to maintain Building B occupancy during the construction process.
   - Based on the accepted design drawings, prepare a preliminary opinion of probable construction cost.
   - Prepare and submit Type A concept submittal materials in accordance with the MILCON checklist and Chapter 11 of NG Pam 415-5 for NHARNG and NGB review.

7. Our fee proposal for Type A Services also includes the following additional services and costs that are not typically part of the Basic Services. These are further defined in the Fee Summary.

   - Site Survey, including topography, utilities, site features, and partial boundary survey.
   - Geotechnical Engineering & Soil Borings.
   - Energy Modeling (required for LEED Analysis).
   - Geothermal test bore.
   - Life Cycle Cost Analysis for Mechanical, Electrical and Fire Protection systems.
   - LEED Analysis, Assuming Silver Certification.
   - LEED Registration Fee.
   - Alteration of Terrain Permit fee.
   - Site Specific Soil Survey and Test Pits.
   - Sewer Connection Permit.
   - Building C documentation.
   - Reimbursable expenses.

8. Type B Services include Basic Services for the Construction Documents Phase of the project briefly defined as follows:

   - Meet with NHARNG and DPW to review NGB comments from Type A submittal.
   - Coordinate and lead the work of the project team.
   - Based on decisions made by NHARNG, DPW and the design team, develop the design drawings to define the major building forms, layout, materials and systems.
   - Prepare comprehensive technical specifications and drawings to set forth in detail the requirements of the project.
   - Set up and facilitate regular review meetings with NHARNG and DPW and the design team throughout this phase of the project. Issue minutes after each meeting.
   - Meet with the State Fire Marshal's Office to review the project and Code assumptions. Review periodically to keep them aware of the project as it proceeds.
   - Revise and update LEED analysis.
   - Provide documents to Owner's Commissioning Agent for periodic review of the project. Meet with NHARNG, DPW, commissioning agent and project team after each submittal to review issues log and agree on direction.
   - Prepare a detailed opinion of probable construction cost at 60%, 90% and 100%.
   - Submit progress documents including drawings, specifications and required submittal information in accordance with the MILCON checklist and Chapter 11 of NG Pam 415-5 to NHARNG, and DPW for review at 65% and 95%. Respond to review comments.
   - Based on decisions made by NHARNG, DPW and the design team, finalize the drawings and specifications. Issue stamped, 100% Permit Review documents to be submitted by DPW to the SFMO for review.
   - Respond to SFMO comments. If in agreement, incorporate comments into drawings and specifications. Issue stamped, 100% documents for bidding.
   - If the Bidding Phase is substantially delayed, update the 100% detailed opinion of probable cost prepared at the end of the Type B Services, if requested by NHARNG.
   - Assist NHARNG and DPW with bidding the project. Attend a pre-bid meeting. Answer questions during bidding and issue addendum as required to clarify bid documents.

9. Our fee proposal for Type B Services also includes the following Additional Services that are not typically part of Type B Services:

   - Develop a furniture layout for coordination purposes.
   - LEED Analysis, Assuming Silver Certification.
   - Redesign allowance for Owner-Initiated Changes, as requested by NHARNG.

10. Type C Services include Basic Services for the Construction Administration phase of the project briefly defined as follows (Type C Services are pending availability of Federal funds):

    - Review submittals, attend and facilitate weekly job meetings and issue Field Reports following each meeting, review Contractor's Applications for Payment and provide other basic construction administration services.
    - Coordinate LEED documentation and cooperate with Owner's commissioning agent.
    - Provide independent cost estimates in response to Proposed Change Orders submitted during construction.
    - Provide final inspection and project closeout services.

11. Our fee proposal for Type C Services also includes the following additional services that are not typically part of Type C Services:

    - Redesign allowance for Owner-initiated changes.
    - LEED certification fee.
    - LEED documentation and Application.

12. The following services are excluded from our proposal:

    - Permit Application fees, except as noted.
    - Testing or remediation of hazardous materials or contaminated soils.
    - Commissioning.
    - Environmental Assessment.
    - NH Archeology Review.

13. We understand that the General Contractor will be required to produce and submit as-built record drawings for the project. We intend to support this effort by producing a conformed set after bidding if required, drafting construction sketches over the course of construction, and producing .dwg files for the General Contractor's use in producing as-built record drawings.

14. In response to your letter of November 22, 2024, we will submit the following once the Fee Proposal is agreed on:

    - Pay Scale.
    - Certificate of Good Standing.
    - Insurance Certificates.
    - Certificate of Vote, with Corporate Seal.
    - Statement of Qualifications (previously submitted).

15. Please note that the following Fee Summary includes all reimbursable expenses (excluding printing of bid documents).

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

Sincerely,

Cheryl Dowling
for Smith-Alvarez-Sienkiewycz Architects

cc: Owen Smith

FEE SUMMARY

	A	B	C	TOTAL
Tighe & Bond (Civil)	$ 30,000	50,000	33,800	$ 113,800
Artisan Engineering (Structural)	20,000	55,000	30,000	105,000
LN Consulting Engineers (MEP&FP)	28,500	128,000	74,000	230,500
Tom Barden (Cost Estimate)	4,500	11,000	0	15,500
Smith-Alvarez-Sienkiewycz	320,335	720,980	301,275	1,342,590
SUBTOTAL BASIC SERVICES:	$ 403,335	$ 964,980	$ 439,075	**$ 1,807,390**
Additional Services:	125,500 (1)	58,550 (2)	103,725 (3)	287,775
Tom Barden (Update 100% Cost Estimate)	0	4,750	0	4,750 ~~0~~
TOTAL WITH PRE-BID ESTIMATE:	$ 528,835	1,028,280	542,800	~~$ 2,095,165~~ $2,099,915

(1) Includes the following Additional Services:

A. Survey & Boundary Survey (T&B)	$ 10,800
B. Geotech & Soil Borings	16,500
C. Energy Modeling (LNC):	12,500
D. Geothermal Test Bore (base cost +LNC support):	33,500
E. Life Cycle Cost Analysis (LNC):	4,000
F. Permitting (T&B)	27,000
D. LEED Registration Fee:	1,700
E. LEED Analysis:	8,100
F. Building 'C' Demolition Documentation	4,400
G. Reimbursable Expenses:	7,000
SUBTOTAL:	$ 125,500

(2) Includes the following Additional Services:

A. LEED Analysis:	$ 28,400
B. Building 'C' Demolition Package	4,400
C. Redesign Allowance for Owner-Initiated Changes:	20,000
D. Reimbursable Expenses:	5,750
SUBTOTAL:	$ 58,550

(3) Includes the following Additional Services:

A. LEED Certification Fee:	$ 3,825
B. LEED Analysis and Documentation	45,700
C. LEED Energy Model (LNC)	5,500
D. Redesign Allowance for Owner-Initiated Changes:	20,000
E. Reimbursable Expenses:	21,200
F. As-Built Drawings	7,500
SUBTOTAL:	$ 103,725
ADDITIONAL SERVICES TOTAL:	$ 287,775

Exhibit A

Approximate Limits of Field Survey

SMITH | ALVAREZ | SIENKIEWYCZ ARCHITECTS

May 2, 2025

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

Attn: Theodore Kupper

Re: Community Services Center

Dear Theodore:

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

Employee	Employee Classification		Direct Labor (95%) $/HR	Overhead Burden %	Fixed Fee (10%) $/HR		Total Hourly Wage
Tricia Roy	Principal	$	55.00	107.25	10.73	$	117.98
Bren Alvarez	Principal	$	57.00	111.15	11.12	$	122.27
Sherry Libby	Principal	$	52.50	102.38	10.24	$	112.62
Stephanie Lynch	Principal	$	46.00	89.70	8.97	$	98.67
Cheryl Dowling	Principal	$	46.00	89.70	8.97	$	98.67
Owen Smith	Principal	$	42.00	81.90	8.19	$	90.09
Steven Smith	Architect	$	61.00	118.95	11.90	$	130.85
Marty Sienkiewycz	Architect	$	59.00	115.05	11.51	$	126.56
Mac Wood	Architect Intern	$	32.50	63.38	6.34	$	69.72
Michelle Landeros	Administration	$	27.00	52.65	5.27	$	57.92

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

- Mileage: $ .70/mile
- Photocopies: $ .10/copy - Black and White / $1.00/copy - Color
- Computer Plots: Bond/Vellum Mylar
  - 24" x 36": $3.00/sheet $15.00/sheet
  - 30" x 42": $4.00/sheet $22.00/sheet
- Reproductions, Postage, Long Distance Telephone, Photography, Lodging: 1.1 times cost (as applicable)

Sincerely,

Cheryl Dowling, Principal

for Smith-Alvarez-Sienkiewycz

SAS 117 SAINT PAUL ST | BURLINGTON VERMONT 05401 | P: 802.863.2227 F: 802.863.0093 | www.sasarchitects.com

QUALITY ASSURANCE / QUALITY CONTROL

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

- At the start of the project, we anticipate a short programming phase in which we ask further questions to refine the building program and project goals. We would meet with the building users, talk with the facility staff and visit the site in order to better understand your design goals and intentions and to establish specific functional requirements. Based on our discussions, we would develop or refine a written building program for your review, which will serve as the Basis of Design.

- During the programming phase, we would also work with you to define the project schedule. We would prepare a graphic schedule for review and approval that shows all major tasks and milestones including the phases of our work, project review, and cost estimates. Once established, the schedule will guide the work of all participants.

- We will conduct a Code, Accessibility and Permit review to determine general requirements for the project and update this as our work proceeds.

- One of our chief roles will be to offer alternate design proposals on large and small scale issues for our mutual discussion and review. Active owner involvement and participation in the design process is essential, and we believe that strong opinions and challenging goals yield the best design solutions. We anticipate and encourage active discussion. We have a hands-on, solution-oriented working style and genuinely like the collaborative process of design. Our work includes comprehensive cost estimates at the conclusion of each phase of our services. Our independent estimator is also available on a consulting basis throughout the project.

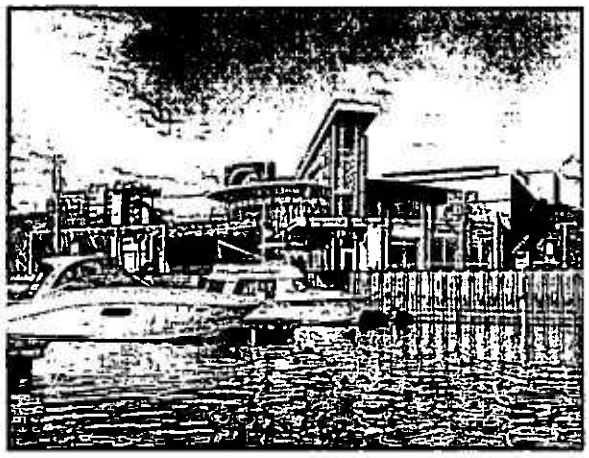
- Engineering consultants would work directly for our office. We take an active role in the comprehensive review and coordination of each consultant's work.

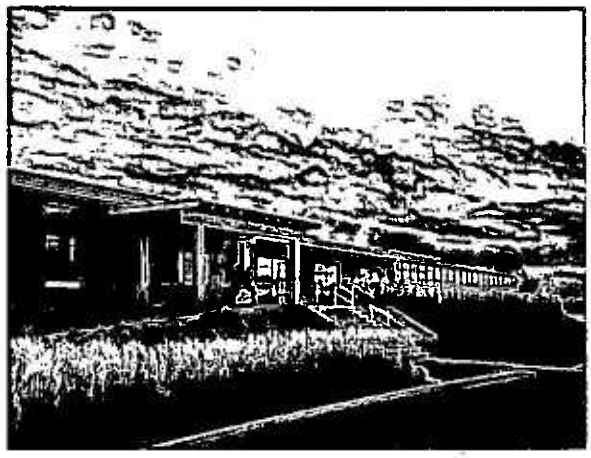
- Many of our projects include energy modeling during the design phase to better predict energy costs and to provide data to assist with selection of mechanical, electrical, glazing and insulation systems.

- We will establish regular meetings with each consultant to review their work, including schedule and budget. When appropriate, we will arrange access/ meetings for the consultants with you. We will run these meetings and issue minutes.

- Our office utilizes an in-house review process for each major submittal and, especially, before issuing final construction documents. This internal review typically involves a comprehensive examination and check of the documents by an architect not directly associated with the project. Our consultants follow a similar review process.

- Construction administration is done by the principal in the firm who is responsible for the project. This ensures continuity and oversight by an experienced person capable of making decisions.





Required Contract[1] Terms for Programs Funded by ARPA SFRF

Introduction to the Contract Checklist

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

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

This checklist is broken up into the sections outlined below. All requirements up to the value of the contract procured will apply to a given contract. For example, if a procured contract value is $110,000, the contract terms for ALL contracts, contracts greater than $10,000, $25,000 and $100,000 are applicable. Construction contracts services must comply with **BOTH** all requirements for the dollar value of the contract and all special provisions related to the type of the project.

I. Contract Provisions for ALL Contracts 4
II. Contract Provisions for Contracts >$10,000 8
III. Contract Provisions for Contracts >$25,000 8
IV. Contract Provisions for Contracts >$100,000 9
V. Contract Provisions for Contracts >$150,000 9
VI. Contract Provisions for Contracts >$250,000 10
VII. Contract Provisions for Construction Contracts 10
VIII. Contract Provisions for Housing-Related Projects 11

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

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

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

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

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

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

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

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

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

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

c. Whether the project prioritizes local hires.

d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

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

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Sample Contract Language**
☐	**General compliance with all applicable state and federal rules and regulations**	*Section 6 of the General Provisions of the standard New Hampshire Form P37 contract can be used as a reference for this requirement.*
☐	**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** 2 C.F.R. Part 200	The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.
☐	**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** 2 CFR 200.321	(a) The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises. 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6. Requiring subcontractors to take the affirmative steps listed in paragraphs (b)(1) through (5) above.

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

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

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

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

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Sample Contract Language**
☐	**Reducing Text Messaging While Driving** Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)	The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

II. Contract Provisions for Contracts >$10,000		
	Required Contract Provision	**Sample Contract Language**
☐	**Termination For Cause and For Convenience**	*See Form P-37, General Provisions, sections 8 and 9.*

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

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

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

VI. Contract Provisions for Contracts >$250,000		
	Required Contract Provision	**Sample Contract Language**
☐	**Administrative, Contractual, or Legal Remedies to Contract Violations** 41 U.S.C. 1908	*[These terms are contained in the general provisions of Form P37. If your agency is NOT using the P37, contact GOFERR for guidance on which specific provisions must be incorporated into your contracts]*

VII. Contract Provisions for Construction Contracts		
	Required Contract Provision	**Sample Contract Language**
☐	**Equal Employment Opportunity** 41 CFR Part 60	*All construction contracts must include the provisions contained in Appendix II of this document. They have not been included here due to length.*
☐	**Copland Anti-Kickback** 40 U.S.C. 3145	The Contractor agrees to comply with all applicable provisions of the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated into this agreement by reference. This act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Contractor must report all suspected or reported violations to the U.S. Department of Treasury.
☐	**Contract Work Hours and Safety Standards Act** *for contracts >$100,000 that include employment of mechanics or laborers* 40 U.S.C. 3701-3708	The Contractor agrees to comply with all applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Contract Provisions for Housing-Related Projects		
	Required Contract Provision	**Sample Contract Language**
☐	**Prohibition on Discrimination in Housing** The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)	Per the Fair Housing Act, Contractors are prohibited from discrimination in the sale, rental, and financing of housing based on race, color, religion, national origin, sex, disability, and familial status.

APPENDIX I: Certification Regarding Lobbying

CONTRACT AGREEMENT EXHIBIT ___
Lobbying

The Contractor identified in Section 1.3[2] of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

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

Contract Period:

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:

a. the awarding of any federal contract.
b. the making of any federal grant.
c. the making of any federal loan.
d. the entering into of any cooperative agreement.
e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-contracts subcontractors shall certify and disclose accordingly.

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

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

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

	Principal
Grantee Representative Signature	Grantee's Representative Title
Cheryl Dowling	May 2, 2025
Grantee Name	Date

APPENDIX II: Equal Opportunity in Construction Projects

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SMITARC-01 KBARABE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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
Acrisure New England Partners Insurance Services, LLC
10 Research Parkway, Suite 400
Wallingford, CT 06492

CONTACT NAME: Kayla Barabe
PHONE (A/C, No, Ext): (802) 752-2311 FAX (A/C, No):
E-MAIL ADDRESS: kbarabe@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C : The Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Smith Alvarez Sienkiewycz Architects PC
117 St Paul Street
Burlington, VT 05401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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		7038596377	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			7038596377	11/9/2024	11/9/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR			7038598050	11/9/2024	11/9/2025	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		7038596380	11/9/2024	11/9/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #81363 Community Services Center NHARNG

Additional insured status applies for State of New Hampshire, DIV of Public Works on the general liability, policy per terms and conditions of attached form: SB146932G
(Ed. 10-19)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/02/2025

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
107 Audubon Rd
Wakefield MA 01880

CONTACT NAME: Cameron Poole
PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463
E-MAIL ADDRESS: Cameron.Poole@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Smith Alvarez Sienkiewycz Arch
117 St. Paul Street, 3rd Floor
Burlington VT 05401

COVERAGES **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Arch/Eng Prof Liability including Pollution			DPR5037838	01/21/2025	01/21/2026	Per Claim	2,000,000
							Aggregate	2,000,000

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

RE: Community Services Center NHARNG
Project #81363

CERTIFICATE HOLDER

State of New Hampshire; Div of Public Work
PO Box 483, 7 Hazen Dr
Room 250
Concord NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C.

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

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

> **RESOLVED,** that Cheryl Ames Dowling, Shareholder of the Corporation, is hereby authorized to sign and execute any and all contracts and agreements between the Corporation and the State of New Hampshire Department of Military Affairs and Veterans Services of Concord, New Hampshire relating to an agreement or agreements to perform architectural services.

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

Dated: May 2, 2025

Brenda Temple Alvarez, Shareholder

Cheryl Ames Dowling, Shareholder

Tricia Ann Roy, Shareholder

Stephanie Joyce Lynch, Shareholder

Sheryl Allen Libby, Shareholder

Owen Brandon Smith, Shareholder

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SMITH, ALVAREZ, SIENKIEWYCZ ARCHITECTS, P.C. is a Vermont Professional Profit Corporation registered to transact business in New Hampshire on April 14, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **724371**

Certificate Number: **0007156532**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2025.

David M. Scanlan
Secretary of State