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

**BUSINESS ADMINISTRATION**
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
*The Adjutant General*

Nicole Desilets-Bixler
*Deputy Adjutant General*

Phone: 603-225-1360
TDD Access: 1-800-735-2964

April 30, 2025

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

## REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to exercise its first contract renewal option with Stone River Architects PLLC (VC #305093), Bedford, NH, for professional architectural services for the planning and design of various projects as necessary and required by the Department by increasing the price limitation by $500,000.00 from $1,000,000.00 to $1,500,000.00 and extending the completion date from June 30, 2025, to June 30, 2026, effective July 1, 2025, or upon the date of Governor and Executive Council approval, whichever is later. The original contract was approved by Governor and Council on June 28, 2023, item #104.

Projects completed under this contract will be funded from accounts specific to each particular project. The majority of projects requiring this type of work are maintenance/repair and Capital Budget projects.

## EXPLANATION

Stone River Architects has performed well during this contract period, meeting all performance goals and project milestones within the scope of services of this contract. Their designs have helped modernize our National Guard facilities. Since the award of this contract, Stone River Architects has provided two designs and two studies over the initial two-year contractual period. We are hoping to continue their contractual arrangement that would allow us to move forward with several needed projects while maintaining the same design team, reducing redesign and reeducation efforts a new design team would require. As federal and state funds become available, we will also need proposals for several new projects within the next one-year contractual period. Previous and future projects are spread across our Pembroke and Milford locations, and a site to be determined.

The Department seeks to retain Stone River Architects PLLC to expedite its project workload and provide appropriate technical expertise as required for future projects. This contract will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and

building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the vendor's current workload.

A Request for Qualifications was advertised on the Statewide Bids and Proposals public website for a two-year contract term with the option for two one-year renewal terms to be negotiated and mutually agreed upon by the Department and the vendor. Five vendors submitted responses and a short list was drafted in accordance with RSA 21-1:22. The Department then negotiated with the four most qualified vendors to determine fair and reasonable hourly rates of compensation.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire, Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. Approving this contract ensures the Department is able to maintain its daily operations, modernize its facilities, and rapidly respond to unforeseen emergencies.

This contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,

MIKOLAITIES.DAVID.JAMES.1005727029 Digitally signed by MIKOLAITIES.DAVID.JAMES.1005727029 Date: 2025.04.30 09:27:38 -04'00'

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

# State of New Hampshire

## Department of Military Affairs and Veterans Services

## Amendment #1

This Amendment to the Professional Architectural Services contract is by and between the State of New Hampshire, Department of Military Affairs and Veterans Services ("State" or "Department") and Stone River Architects PLLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #104), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37 (version 12/11/2019), General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   "June 30, 2026"

2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation, ADD not to exceed amount of $500,000.00 for contract year ending June 30, 2026, to read:

   "Not to Exceed $1,500,000.00"

3. Modify Exhibit C, Price and Terms of Payment by removing and replacing it in its entirety with the amended Exhibit C, Price and Terms of Payment attached hereto and incorporated by reference herein.

All terms and conditions of the contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective July 1, 2025, or upon the date of Governor and Executive Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND
VETERANS SERVICES

4/30/25
Date

Name:
Title:

STONE RIVER ARCHITECTS PLLC

4.9.2025
Date:

Name: SCOTT DELORME
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/15/2025
Date:

Name: J.D. LAVALLEE
Title: Senior Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date:

Name:
Title:

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

**EXHIBIT C**
**PRICE AND TERMS OF PAYMENT**

**SUBJECT:** Professional Architectural Services

**SECTION 1: CONTRACT PRICE**

The State of New Hampshire, Department of Military Affairs and Veterans Services (the "Department") will pay Stone River Architects PLLC (the "Contractor") an amount not to exceed $500,000 per contract year. The Contractor may receive the entire contract amount, or any portion of the contract amount, depending on services rendered during each contract year. This limit shall not be exceeded without issuance of an amendment to this Contract and is contingent upon the approval of the Governor and Executive Council of the State of New Hampshire. Funding for this Contract is contingent upon the availability of Federal appropriations.

**SECTION 2: METHOD OF PAYMENT**

Payment shall be made by mailing a bank draft or processing an electronic funds transfer in accordance with the Contractor's current Alternate W-9 Form on file.

Invoices shall be submitted by the Contractor to:

**State of New Hampshire**
**Department of Military Affairs and Veterans Services**
**ATTN: State Business Office**
**4 Pembroke Road, Bldg. C**
**Concord, NH 03301-5607**

**SECTION 3: TERMS OF PAYMENT**

**3.1.** All invoices shall be a monthly lump sum based on the percent of completion per task as established in each project's Notice to Proceed memo(s) for the specified task(s).

**3.2.** All travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.

**3.3.** Payment shall be issued within 30 days after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Department's primary contact, whichever is later.

**SECTION 4: RATE SCHEDULE**

The following rate schedule will be used to develop project fixed costs per tasks. These rates shall be used for developing project Cost Proposals in accordance with the process outlined in Section 3 of Exhibit B, Scope of Services.



Initials: _____
Date: 4.9.25

| Department of Military Affairs and Veterans Services<br>Professional Architectural Services<br>Standard Rate Schedule | |
|---|---|
| Position Title | Rate per Hour |
| Principal | $250.00 |
| Project Manager | $220.00 |
| Senior Architect | $190.00 |
| Architect | $170.00 |
| CAD/CADD Technician | $110.00 |
| Administrative support | $90.00 |

Other specialty positions will be negotiated as needed by the Department, and the respective fees will be identified in the Contractor's Cost Proposal(s).



Initials: ED
Date: 4-9-25

## Corporate Resolution
## Certificate of Authority

I, Scott F. DeLorme and James L. Neefe, Hereby certify that I/we are equal partners / members of Stone River Architects, PLLC which is a Tradename registered with the New Hampshire Secretary of State under RSA 349.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed below currently occupy the positions indicated and that they have full authority to bind business on behalf of Stone River Architects, PLLC.

Date: 4/8/25

Attest: _____
Scott F. DeLorme
CEO – Stone River Architects, PLLC
NH License - #3273
NCARB #67068

Date: 4/8/25

Attest: _____
James L. Neefe
President – Stone River Architects, PLLC
NH License - #2947
NCARB #67851

124 Bedford Center Road, Unit E
Bedford, NH 03110
phone: 603.637.4686

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2025

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: Lauren Rago
PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463
E-MAIL ADDRESS: Lauren.Rago@bbrown.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Continental Casualty Company | 20443 |
| INSURER B: Valley Forge Insurance Company | 20508 |
| INSURER C: XL Specialty Insurance Company | 37885 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
STONE RIVER ARCHITECTS PLLC
124 BEDFORD CENTER RD
BEDFORD NH 03110

COVERAGES CERTIFICATE NUMBER: GL/Auto/Umb/WC/PL 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 6020835604 | 11/19/2024 | 11/19/2025 | 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 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 6020835604 | 11/19/2024 | 11/19/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 7017710609 | 11/19/2024 | 11/19/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 6020835635 | 11/19/2024 | 11/19/2025 | [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 |
| C | Arch/Eng Prof. Liability Including Pollution | | | DPR5036314 | 11/19/2024 | 11/19/2025 | Per Claim | 5,000,000 |
| | | | | | | | Aggregate | 5,000,000 |

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

CERTIFICATE HOLDER

Department of Military Affairs and Veteran Services
4 Pembroke Road
Concord NH 03301-5652

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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Simple Search | Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"Stone River Architects"

Entity

Location

Status

- [x] Active
- [x] Inactive

Reset

Entity Information | All Entity Information | Entities | Disaster Response Registry | Responsibility / Qu

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# 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 STONE RIVER ARCHITECTS PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on November 06, 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: **734429**

Certificate Number: **0007153496**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2025.

David M. Scanlan
Secretary of State

G & C 6-28-23
ITEM # 104

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

**BUSINESS ADMINISTRATION**
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolalties, Major General
*The Adjutant General*

Warren M. Perry
*Deputy Adjutant General*

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 19, 2023

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

## REQUESTED ACTION

Authorize the Department of Military Affairs and Veterans Services to enter into a contract with Stone River Architects PLLC (VC #305093), Bedford, NH in an amount not to exceed $1,000,000 for professional architectural services for the planning and design of various projects as necessary and required by the Department, with the option to renew for two additional one-year periods, effective upon Governor and Council approval for the period of July 1, 2023 through June 30, 2025.

Projects completed under this contract will be funded from accounts specific to each particular project. The majority of projects requiring this type of work are maintenance/repair and Capital Budget projects.

## EXPLANATION

The Department seeks to retain Stone River Architects PLLC to expedite its project workload and provide appropriate technical expertise as required for future projects. This contract will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding architectural and building issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the vendor's current workload.

A Request for Qualifications was advertised on the Statewide Bids and Proposals public website for a two-year contract term with the option for two one-year renewal terms to be negotiated and mutually agreed upon by the Department and the vendor. Five vendors submitted responses and a short list was drafted in accordance with RSA 21-I:22. The Department then negotiated with the four most qualified vendors to determine fair and reasonable hourly rates of compensation. A scoring summary is attached further detailing the scores each vendor received.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire, Department of Military Affairs and Veterans Services by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. Approving this contract ensures the Department is able to maintain its daily operations, modernize its facilities, and rapidly respond to unforeseen emergencies. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

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

**RFQL DMAVS 2023-01**
**SCORING SUMMARY**

**SUBJECT:** Professional Architectural Services

**Date Posted:** March 7, 2023 **Date Closed:** April 5, 2023

| Vendor | Score | Rank |
|---|---|---|
| Smith, Alvarez, Sienkiewycz Architects, P.C. | 96 | A |
| Stone River Architects PLLC | 90 | B |
| The H.L. Turner Group Inc. | 83 | C |
| Oak Point Associates, P.A. | 76 | D |
| Colby Co. Engineering | 67 | E |

Five vendors submitted a response to this Request for Qualifications (RFQL). The vendors were evaluated in accordance with the terms of the RFQL, and a short list was drafted ranking them in order of most qualified based on their final scores. As such, the resulting contracts were awarded to the vendors ranked A, B, C, and D upon receipt of fair and reasonable rate schedules. Please refer to the following pages for further information regarding the scoring of each vendor and the evaluation committee.

## Scoring

| RFQL Criteria | Max Points Avail. | Score | | | | |
|---|---|---|---|---|---|---|
| | | S.A.S. | S.R.A. | H.L.T. | O.P.A. | C.C.E. |
| 1. Completeness and Clarity | 10 | 9 | 8 | 9 | 7 | 7 |
| 2. Proposed Methodology | 15 | 14 | 13 | 13 | 12 | 10 |
| 3. Work History | 15 | 15 | 14 | 12 | 11 | 10 |
| 4. Capacity | 15 | 14 | 13 | 12 | 12 | 10 |
| 5. Project Manager/Team | 15 | 14 | 13 | 12 | 12 | 11 |
| 6. Suitability | 20 | 20 | 19 | 17 | 15 | 13 |
| 7. QA & QC Protocol | 5 | 5 | 5 | 4 | 3 | 3 |
| 8. References | 5 | 5 | 5 | 4 | 4 | 3 |
| **Total Score:** | 100 | 96 | 90 | 83 | 76 | 67 |
| **Rank:** | - | A | B | C | D | E |

## Evaluation Committee Members and Qualifications

| Reviewer Name and Title | Qualifications |
|---|---|
| Ken Coombs<br>Architect | Registered Architect with over 35 years of experience with several architectural firms in the state of NH. For the past ten years he has been an Architect/Project Manager for the New Hampshire National Guard's Construction and Facilities Management Office, where his primary role is overseeing design and construction projects on new and existing Guard facilities. |
| CW2 Ben Stevens<br>Design & Construction Branch Chief | Construction professional with 18 years of experience in various construction trades. Primarily masonry, surveying, sitework, and carpentry. Most recent experience stems from fulfilling the Design & Construction Branch Chief position with the New Hampshire Army National Guard; Construction and Facilities Management Office. Position prior was Facilities Operations Specialist charged with managing day-to-day construction actives of NHARNG projects. |
| Andrew Nash<br>Supervisor VI | NH DMAVS Facilities Supervisor VI, JUN 22 to present. NH DMAVS Engineer tech V / CAD & Construction Project Manager, AUG 09- JUN 22. Education: 1991 Keene State College, BS Industrial Technology, Architectural & Mechanical Design. |
| 1LT Matthew Pelletier<br>Special Projects Officer | Special Projects Officer, Construction Facilities Management Office, Oct 2021-present; Education: Norwich University, Civil Engineering. |

FORM NUMBER P-37 (version 12/11/2019)

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>Department of Military Affairs and Veterans Services | | 1.2 State Agency Address<br>4 Pembroke Road<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Stone River Architects PLLC (VC #305093) | | 1.4 Contractor Address<br>124 Bedford Center Road, Unit E<br>Bedford, NH 03110 | |
| 1.5 Contractor Phone Number<br>(603) 637-4686 | 1.6 Account Number<br>TBD | 1.7 Completion Date<br>June 30, 2025 | 1.8 Price Limitation<br>Not to Exceed $1,000,000.00 |
| 1.9 Contracting Officer for State Agency<br>Erin Zayac | | 1.10 State Agency Telephone Number<br>(603) 225-1361 | |
| 1.11 Contractor Signature<br>Date: 5.15.23 | | 1.12 Name and Title of Contractor Signatory<br>SCOTT DELOAME, CEO | |
| 1.13 State Agency Signature<br>Date: 5/15/23 | | 1.14 Name and Title of State Agency Signatory<br>Erin Zayac, Admnistrator | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (*if applicable*)<br>By: Mark W. Dell'Orfano, Attorney On: 06/13/2023 | | | |
| 1.17 Approval by the Governor and Executive Council (*if applicable*)<br>G&C Item number: 104 G&C Meeting Date: | | | |

SECRETARY OF STATE JUN 28 2023



Initials:
Date: 5.15.23

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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



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8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



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**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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



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

**EXHIBIT A**
**SPECIAL PROVISIONS**

**SUBJECT:** Professional Architectural Services

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

   In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:
   1. The services required to be performed under the terms of this Agreement as written;
   2. The services actually performed;
   3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

4. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until



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defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

5. **General Provisions** are amended as follows:
   a. **Provision 7. PERSONNEL, sub-part 7.2:** After "who is a State employee or official," add the following:

      "or who is a National Guardsperson or who is a federal employee of the National Guard,"

   b. **Provision 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:** Add the following sub-part:

      "10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement."

   c. **Provision 14. INSURANCE AND BOND:** Add the following sub-sub-part:

      "14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than $250,000.00 per person bodily injury liability, $500,000.00 per occurrence bodily injury liability and $50,000.00 property damage liability."

6. Add the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:

   **Nondiscrimination**

   The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

   a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

   b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR part 60.

   c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

   d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.



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e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**Lobbying**

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Drug-Free Workplace**

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Environmental Protection**

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:
   1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
   2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
   3) The Resources Conservation and Recovery Act (RCRA);
   4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
   5) The National Environmental Policy Act (NEPA);
   6) The Solid Waste Disposal Act
   7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
   8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
   9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:
   1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such



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cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Use of United States Flag Carriers**

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Debarment and Suspension**

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

**Buy American Act**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that



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EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Uniform Relocation Assistance and real Property Acquisition Policies**
The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Copeland "Anti-Kickback" Act**
The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Contract Work Hours and Safety Standards Act**
The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

**National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)**
The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.



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

**EXHIBIT B**
**SCOPE OF SERVICES**

**SUBJECT:** Professional Architectural Services

## SECTION 1: OVERVIEW

This Contract is between the State of New Hampshire, Department of Military Affairs and Veterans Services (the "State" or "Department") and Stone River Architects PLLC (the "Contractor") for professional architectural services from July 1, 2023 through June 30, 2025. The option for two (2) one-year renewals will be based upon satisfactory completion of each contract year and is contingent upon Governor and Executive Council approval as well as the availability of Federal funding.

The Contractor shall furnish all labor, materials, and services as needed to perform consultative services as necessary regarding mechanical, electrical, and structural engineering, and analysis within the building, and construction services. The Contractor shall comply with all applicable Federal, State, and municipal laws, rules, and regulations.

## SECTION 2: POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

The following is a list of potential projects to be performed under this Contract. The Department may request the Contractor to perform other services not specified herein that it determines are within the scope of this Contract and that the Contractor has the technical qualifications to perform.

**2.1. Architectural Services**

Design and provide plans and specifications for a variety of minor building construction and renovation projects including but not limited to latrine upgrades, kitchen upgrades, large scale additions; door and window replacement; rehabilitation of concrete steps; UST removal; repaving of parking areas; sidewalk replacement; and brick wall repointing. Provide construction documents at varying levels of design that include total project drawing coordination and management of other disciplines involved in the effort.

**2.2. Structural Engineering**

Conduct structural analysis and design for projects within the building to include but not be limited to installation of overhead cranes, window replacement, door replacement, roof repairs, entire roof replacement, and minor building modifications; assessment of building loads in accordance with industry best practices; and assessment of differential settlement in building foundations. Drawings and specs will be provided as required for the listed projects.

**2.3. Mechanical Engineering**

Conduct evaluation and system analyses of existing HVAC systems with recommendations for sustainment, restoration, or modernization; recommend time schedules and/or components for upgrade; and provide drawings and parts schedules for recommendations.

**2.4. Electrical Engineering**

Conduct load analyses at various locations and provide recommendations on upgrades; internal building lighting design; and analyses of existing telephone/data systems and security systems. Ensure buildings are in code compliance at main distribution panels, service masts, and internal



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building wiring. Make recommendations regarding building services based on present and future force structure. Incorporate New Hampshire Army National Guard (NHARNG) Electronic Security Systems (ESS) into designs as needed, such as door access control, CCTV, and vault security.

**2.5. Master Planning**

Develop and submit master plans for replacement or upgrade of mechanical systems and provide master maintenance schedules. Develop prioritization lists for building replacement based on present and future force structure.

**2.6. Enhanced/Retro Commissioning**

Act as or provide a certified commissioning agent for future buildings as well as existing buildings. Systems original to building lack current balancing and may need to be adjusted to increase efficiency. Make recommendations on building systems to increase sustainability and environmental responsibility.

**2.7. Construction Services**

Provide opinions of cost for projects in design or under construction. Provide construction clerking services for projects under construction or to be constructed. Provide construction reports to the Project Managers. Attend project meetings, evaluate contractor submittals for conformance to contract specifications, make recommendations on proposed change orders, to include opinions on contractor methodology and costs, and take meeting minutes as required.

## SECTION 3: PROJECT MANAGEMENT AND DELIVERY INSTRUCTION

Projects shall be executed in accordance with the following project execution methodology:

**3.1. Scope of Work**

The Department shall determine project needs, develop a Scope of Work, or collaborate with the Contractor to develop a Scope of Work. The Scope of Work shall include, at a minimum, general project information, tasks to be completed, deliverables to be provided, and a timetable for completion.

**3.2. Proposal and Project Fee Estimate**

If determined necessary by the Department, a request may be made of the Contractor to provide a short proposal and project fee estimate.

**3.3. Cost Proposal**

The Contractor shall prepare a Cost Proposal. Cost Proposals will be based on the labor and materials rates (as well as overhead and profit costs if broken out separately) in accordance with the approved rates established in Section 4 of Exhibit C, Price and Terms of Payment.

**3.4. Department Evaluation of Cost Proposal**

The Department will technically evaluate the Cost Proposal and determine its reasonableness. If the Cost Proposal is determined to be reasonable, the Department will issue a Notice to Proceed memorandum. If the Cost Proposal is not determined to be reasonable, the Department will request a justified modification from the Contractor. Once an agreed upon Cost Proposal is established, the Department will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved Scope of Work and Cost Proposal for the respective project.



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**3.5. Project Kick-Off Meeting**

The Department and the Contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed, and confirmation of expected deliverables.

**3.6. Status Reports**

The Department may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status reports shall include the specific project tasks that were completed, funds spent to date, a general outline of work to be completed in the coming month, and any issues that need to be addressed.

**3.7. Contractor Invoices**

The Contractor will submit invoices as specific project tasks and deliverables are completed and delivered to the Department's Project Manager. Invoices for project costs beyond the approved Cost Proposal will not be accepted without prior approval from the State Business Office and a written notice of the cost increase approval issued by the Project Manager to the Contractor. Invoicing and payment are further outlined in Exhibit C, Price and Terms of Payment.

**3.8. Department Project Review**

The Contractor shall notify the Project Manager once it accomplishes all project tasks in accordance with the project Scope of Work. The Project Manager shall review the work performed to ensure all deliverables were provided. If the Project Manager determines that all deliverables have been met to the Department's satisfaction, the project shall be considered completed and final payment will be issued to the Contractor in accordance with Exhibit C, Price and Terms of Payment.

## SECTION 4: PRIMARY CONTACT AND PROJECT MANAGERS

The Contractor will primarily report to and work in conjunction with the Primary Contact as designated by the Department. The initial Primary Contact will be:

Ken Coombs, RA
Department of Military Affairs and Veterans Services
NHNG-FMO
1 Minuteman Way
Concord, NH 03301-5607
(603) 227-1466
Kenneth.coombs8.nfg@mail.mil

The Department reserves the right to appoint an alternate Primary Contact to assist in managing this Contract. The Contractor will be provided with the alternate Primary Contact's email address, telephone number, and mailing address in the event an alternate is appointed.

The Department will designate Project Managers from the Construction and Facilities Management Office (CFMO) for each approved project in the respective project's Notice to Proceed memorandum.



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

**EXHIBIT C**
**PRICE AND TERMS OF PAYMENT**

**SUBJECT:** Professional Architectural Services

**SECTION 1: CONTRACT PRICE**

The State of New Hampshire, Department of Military Affairs and Veterans Services (the "Department") will pay Stone River Architects PLLC (the "Contractor") an amount not to exceed $500,000 per contract year. The Contractor may receive the entire contract amount, or any portion of the contract amount, depending on services rendered during each contract year. This limit shall not be exceeded without issuance of an amendment to this Contract and is contingent upon the approval of the Governor and Executive Council of the State of New Hampshire. Funding for this Contract is contingent upon the availability of Federal appropriations.

**SECTION 2: METHOD OF PAYMENT**

Payment shall be made by mailing a bank draft or processing an electronic funds transfer in accordance with the Contractor's current Alternate W-9 Form on file.

Invoices shall be submitted by the Contractor to:

**State of New Hampshire**
**Department of Military Affairs and Veterans Services**
**ATTN: State Business Office**
**4 Pembroke Road, Bldg. C**
**Concord, NH 03301-5607**

**SECTION 3: TERMS OF PAYMENT**

**3.1.** All invoices shall be a monthly lump sum based on the percent of completion per task as established in each project's Notice to Proceed memo(s) for the specified task(s).

**3.2.** All travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.

**3.3.** Payment shall be issued within 30 days after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Department's primary contact, whichever is later.

**SECTION 4: RATE SCHEDULE**

The following rate schedule will be used to develop project fixed costs per tasks. These rates shall be used for developing project Cost Proposals in accordance with the process outlined in Section 3 of Exhibit B, Scope of Services.



Initials: AD
Date: 5·15·23

| Department of Military Affairs and Veterans Services<br>Professional Architectural Services<br>Standard Rate Schedule | |
|---|---|
| Position Title | Rate per Hour |
| Principal | $ 225.00 |
| Project Manager | $ 200.00 |
| Senior Architect | $ 175.00 |
| Architect | $ 150.00 |
| CAD/CADD Technician | $ 100.00 |
| Administrative support | $ 80.00 |

Other specialty positions will be negotiated as needed by the Department, and the respective fees will be identified in the Contractor's Cost Proposal(s).



Initials: AD
Date: 5/15/23

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

**EXHIBIT D**
**ENVIRONMENTAL MANAGEMENT SYSTEM NOTICE**

**SUBJECT:** Professional Architectural Services

**SECTION 1: ENVIRONMENTAL MANAGEMENT SYSTEM**

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Workstations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

**SECTION 2: ENERGY USE**

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, reducing heating temperatures and/or increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

**SECTION 3: VEHICLE TRAVEL (FLEET) BETWEEN WORKSTATIONS**

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

**SECTION 4: CONTACT INFORMATION**

The Department of Military Affairs and Veterans Services Environmental staff can be contacted via telephone at (603) 227-1439.



Initials: _____
Date: 5.15.23

**SECTION 5: RESOURCES PROVIDED UPON CONTRACTOR REQUEST**

- NHARNG Integrated Cultural Resources Management Plan (ICRMP)
- NHNG Green Procurement Plan
- Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
- NHARNG Hazardous Waste Management Plan



Initials: _____

Date: 5/15/23

# 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 STONE RIVER ARCHITECTS PLLC is a New Hampshire Professional Limited Liability Company registered to transact business in New Hampshire on November 06, 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: 734429

Certificate Number: 0006229264

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May A.D. 2023.

David M. Scanlan

Secretary of State

***VENDOR MUST SUBMIT COPY OF ORGANIZATION'S BYLAWS WITH THIS CERTIFICATE***

**Certificate of Authority #3** *(Limited partnership, Limited liability professional partnership or LLC)*

**Limited Partnership or LLC Certification of Authority**

I, James Neff, hereby certify that I am a Partner, Member or
(Name of Attestor)

Manager and an Officer of STONE RIVER ARCHITECTS, PLLC a limited liability partnership.
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that SCOTT DELORME is duly authorized to bind the partnership or
(Name of Authorized Signatory)

LLC to enter into contracts or agreements on behalf of STONE RIVER ARCHITECTS, PLLC
(Name of Partnership or LLC)

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

**DATED:** 15 MAY, 2023 **ATTESTOR:** [signature]

**NAME:** James Neff

**TITLE:** President

STONE-1

OP ID: BC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2023

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

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

PRODUCER
781-245-5400
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Stacey Seward

CONTACT NAME: Stacey Seward
PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Continental Casualty Company | 20443 |
| INSURER B: Valley Forge Insurance Company | 20508 |
| INSURER C: XL Specialty Insurance Company | 37885 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Stone River Architects PLLC
124 Bedford Center Road
Bedford, NH 03110

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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 6020835604 | 11/19/2022 | 11/19/2023 | EACH OCCURRENCE $ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000<br>MED EXP (Any one person) $ 10,000<br>PERSONAL & ADV INJURY $ 1,000,000<br>GENERAL AGGREGATE $ 2,000,000<br>PRODUCTS - COMP/OP AGG $ 2,000,000<br>$ | |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 6020835604 | 11/19/2022 | 11/19/2023 | COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $<br>$ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 7017710609 | 11/19/2022 | 11/19/2023 | EACH OCCURRENCE $ 5,000,000<br>AGGREGATE $ 5,000,000<br>$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6020835635 | 11/19/2022 | 11/19/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT $ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE $ 1,000,000<br>E.L. DISEASE - POLICY LIMIT $ 1,000,000 | |
| C | Arch/Eng<br>Prof Liability | | | DPR5005118 | 11/19/2022 | 11/19/2023 | Per Claim 2,000,000<br>Aggregate 2,000,000 | |

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

CERTIFICATE HOLDER

DEPTMAV

Department of Military Affairs
and Veteran Services
4 Pembroke Road
Concord, NH 03301-5652

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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