



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

JUN 10 '13 AM 10:55 DAS

32F JHW

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

June 3, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

100% Federal

REQUESTED ACTION

Authorize The Adjutant General's Department to execute a contract renewal option with CMK Architects (vendor code #155830), 603 Beech Street, Manchester, New Hampshire, 03104, for Professional Architectural Services for planning and design of various projects as necessary and required by the Department from July 1, 2013 through June 30, 2014. The contract was originally approved on August 22, 2012, item #15. The amount to be expended under this agreement shall not exceed \$300,000.00.

EXPLANATION

Three (3) different vendors were selected to perform these specific architectural services, with each project being funded from accounts specific to each particular project. The majority of projects needing this type of work are maintenance/repair and Capital Budget projects. The Department wishes to execute this contract renewal with CMK Architects, to continue to expedite the project workload and provide appropriate technical expertise as required for specific future projects. The contract has effectively enabled the Department to respond quickly to unscheduled project requests and possible architectural and building issues.

The request for qualifications used to identify the chosen vendor(s) and the selection process utilized by the Department for this project is in accordance with RSA 21-I:22, "Selection of Engineers, Architects and Surveyors", as many of the projects need a professional architectural stamp to be legally sufficient. The Department negotiated with the vendor(s) to establish the rates of compensation. The rates were compared with New Hampshire Bureau of Public Works contracts for these services and a number of Federal Government General Services Administration contracts. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. The Request for Qualifications was advertised with an initial base contract period with the option for two (2) one-year renewal periods subject to the agreement of both parties and the additional Governor and Council approval of such contract renewal(s).

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,

William N. Reddel, III
Major General, NHNG
The Adjutant General

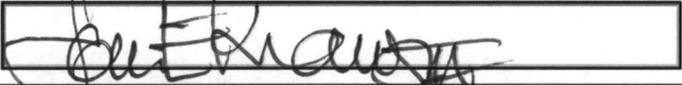
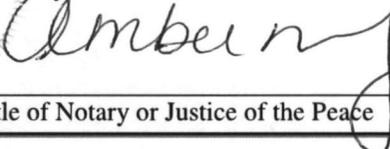
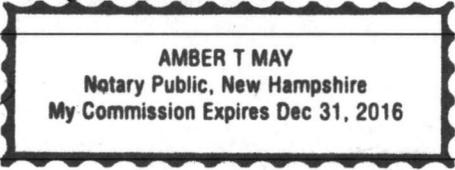
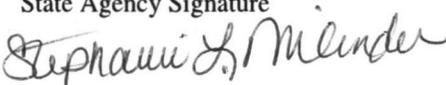
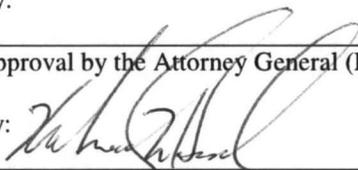
Subject: Professional Architectural Services IDIQ

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Adjutant General's Department		1.2 State Agency Address 1 Minuteman way, Concord NH, 03301	
1.3 Contractor Name CMK Architects P.A		1.4 Contractor Address 603 Beech Street, Manchester, NH 03104	
1.5 Contractor Phone Number 603-627-6878	1.6 Account Number	1.7 Completion Date 30 June 2014	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Stephanie Milender, Administrator		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory LOUISE KRAUSE II PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/23/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-5-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials LEK
Date 9/20/13

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials LEK
Date 5/22/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	8-22-12
Item #	15

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

July 20, 2012

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize The Adjutant General's Department to enter into a contract agreement with CMK Architects (vendor code #155830), 603 Beech Street, Manchester, New Hampshire, 03104, for Professional Architectural Services for planning and design of various projects as necessary and required by the Department. The contract is effective from the date of Governor and Council approval through June 30, 2013. The amount to be expended under this agreement shall not exceed \$300,000.00.

EXPLANATION

Three (3) different vendors have been selected to perform these contract services, and each project will be funded from accounts specific to each particular project. The majority of projects needing this type of work are maintenance/repair and Capital Budget projects.

The Department proposes to retain the firm of CMK Architects to expedite the project workload and provide appropriate technical expertise as required for specific 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 firm's current workload.

The request for qualifications used to identify the chosen vendor(s) and the selection process utilized by the Department for this project is in accordance with RSA 21-I:22, "Selection of Engineers, Architects and Surveyors", as many of these projects will need to have a professional architectural stamp to be legally sufficient.

A rating panel made up of employees from The Adjutant General's Department and the New Hampshire Army National Guard was formed and tasked with rating the proposals submitted. The rating panel members all brought different strengths and knowledge to the table which allowed for independent evaluation during the scoring process, thorough discussion, and weighing the different perspectives during the final rating process.

His Excellency John H. Lynch
and The Honorable Executive Council
page 2

A Legal Notice was published in the New Hampshire Union Leader newspaper for three days, and on the Public Notices web site seeking Requests for Proposals (Letters of Intent) to provide these services. The bid transmittal letter noted that more than one firm may be selected to perform these services. Twenty-one (21) vendors submitted letters of interest and sixteen (16) of those vendors submitted proposals. The proposals were then rated by the panel based on clarity of proposal, comprehension of assignment, work history with similar projects, capacity to do work in a timely manner, quality and experience of project managers and team members, overall suitability to the assignment, quality assurance protocols, and letters of reference.

From the sixteen (16) proposals received, six (6) firms with the highest rated scores were chosen to come in to make a comprehensive oral presentation to the rating panel by addressing each of the specific topic areas on the rating checklist. Four (4) firms were subsequently chosen as the finalists based on the total combined score from their initial rating and the oral presentation score. One (1) firm was not able to come to an agreement on the fee/rates with the Department, and were not selected to work with.

The references provided by these three (3) vendors were then contacted to validate information provided, and the three (3) finalists were confirmed as selected.

The Adjutant General's Department negotiated with the vendor(s) to establish the rates of compensation. The rates were compared with recent New Hampshire Bureau of Public Works contracts for these services and a number of Federal Government General Services Administration contracts. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. The Request for Qualifications was advertised with an initial base contract period with the option for two (2) one-year renewal periods subject to the agreement of both parties and additional Governor and Council approval of such contract renewal(s).

A rating summary of CMK Architects is attached, along with the rating of all firms who submitted a proposal for these services.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,



William N. Reddel, III
Major General, NHNG
The Adjutant General

The Adjutant General's Department
Professional Architectural Services
Bid/Management Summary

The request for qualification procedures used to identify the three (3) chosen vendors followed the requirements pursuant to RSA 21-I:22, "Selection of Engineers, Architects, and Surveyors."

A solicitation placed in the Union Leader newspaper seeking Requests for Proposals/Letters of Intent (Qualification Packets) from vendors.

The RPF specified that more than one company could possibly be chosen to perform these services.

Twenty-one (21) firms expressed interest and sixteen (16) firms submitted Qualification Packets. The packets were rated on clarity of proposal, comprehension of the assignment, work history with similar projects, capacity to do work in a timely manner, quality and experience of project manager and team, overall suitability for the assignment, quality assurance protocols, and letters of reference.

The six (6) firms with the highest rated scores were chosen and invited to come in to make a comprehensive oral presentation addressing each of the items on the evaluation sheet for the rating panel.

Four (4) firms were selected based on a combined score from their initial rating and the oral interview score.

During the contract rate negotiation process, one (1) firm was not able to come to an agreement with the Adjutant General's Department, and will therefore not be included as a selected vendor.

References were then contacted to validate information provided.

The Adjutant General's Department Profession Architectural Services
 Individual Company Qualification Evaluation Procedure Rating Summary

Company	CMK			
	Evaluator:	LR	SH	BH
Clarity of presentation	3	4	3	4
Comprehension of Assigment	3	4	4	5
Similar projects	4	4	3	4
Capacity to work in timely manner	3	3	3	5
Project team experience	3	4	3	4
Overall suitability for the assignment	4	4	4	5
Quality Assurance	3	4	2	5
Letter of References	2	3	3	4
Evaluator Scores	25	30	25	36
Total Company Score	116			
Comments	Current experience with NHARNG; good subs,			

**The Adjutant General's Department Profession Architectural Services
Qualification Evaluation Oral Presentation Rating Summary**

	<i>Evaluator</i>	<i>LR</i>	<i>SH</i>	<i>BH</i>	<i>JG</i>		Total
1	AEC	32	33	33	38		136
2	HL Turner Group	31	35	33	35		134
*3	Kleinfelder	31	33	28	33		125
4	CMK	25	30	25	36		116
5	DHK Architects	20	31	24	33		108
6	Warrenstreet Associates	15	29	27	32		103

* Kleinfelder was not selected as an agreement on the rates could not be met.

**The Adjutant General's Department Profession Architectural Services
Qualification Evaluation Procedure Rating Summary**

	<i>Evaluator</i>	<i>LR</i>	<i>SH</i>	<i>BH</i>	<i>JG</i>	<i>Total</i>
1	Kleinfelder	32	34	34	34	134
2	AEC	22	36	35	40	133
3	Warrenstreet Associates	33	33	29	36	131
4	HL Turner Group	32	35	26	33	126
5	DHK Architects	28	30	28	38	124
6	CMK	15	33	28	39	115
7	Harriman	21	35	25	29	110
8	Oak Point	25	31	26	27	109
9	J5 Architects	25	29	22	28	104
10	The Backyard Consultants (TBC)	21	29	19	30	99
11	Davis Goudreau (DGA)	25	25	19	26	95
12	Amoskeag	7	23	17	35	82
13	Architechnology	13	26	24	14	77
14	Dennis Mires (The Architects)	8	25	16	26	75
15	Tennant Wallace	15	22	13	24	74
16	Tekon Technical Consultants	14	13	12	14	53

Selected for oral presentation
 Selected for oral presentation

Note: Only firms with a score over 110 were invited for interviews.

AGREEMENT

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

GENERAL PROVISIONS

100630

1. IDENTIFICATION.

1.1 State Agency Name Adjutant General's Department	1.2 State Agency Address 1 Minuteman way, Concord NH, 03301
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1.3 Contractor Name CMK Architects P.A	1.4 Contractor Address 603 Beech Street, Manchester, NH 03104
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1.5 Contractor Phone Number 603-627-6878	1.6 Account Number TBD	1.7 Completion Date 6/30/13	1.8 Price Limitation \$300,000.00
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1.9 Contracting Officer for State Agency Stephanie Milender, Administrator	1.10 State Agency Telephone Number 603-225-1361
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1.11 Contractor Signature 	1.12 Name and Title of Contractor Signatory LOUIS E. KRAUSE III - PARTNER
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1.13 Acknowledgement: State of NH, County of Merrimack
 On 6-22-12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

1.13.2 Name and Title of Notary or Justice of the Peace
 Robyn Francois J.P.

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator
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1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By: On: 7/27/12

1.18 Approval by the Governor and Executive Council
 By: Deputy On: 8/22 / 2012

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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"):

- 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials LEV

Date 1/22/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P-37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

Professional Architectural Services

GENERAL: The contractor shall furnish all labor, materials, and services as needed to perform consultative services as necessary in regards to mechanical, electrical, and structural engineering and analysis within the building. This includes HVAC, plumbing and internal electrical systems. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

CONTRACT PERIOD: The initial contract period will be from the date of Governor & Council approval through June 30, 2013. Two (2) additional one year contract renewal periods may be granted upon mutual agreement of both parties.

BACKGROUND: The Adjutant General's Department has approximately fifteen (15) Readiness Centers (RC), four (4) field maintenance shops (FMS), a combined surface maintenance shop (CSMS), a State Military Reservation (SMR), a 100-acre training site, a Regional Training Institute (RTI), an Army Aviation Support Facility (AASF), and other ancillary facilities statewide. The NHARNG facilities management office (FMO) located in Concord on the SMR has chief responsibility for all infrastructure support to include master planning, site development, design review, construction administration and facilities maintenance. Most facilities are approximately 50-years old and due to changes in building codes as well as technology our facilities do not meet our needs as a modern operational force or the needs of the citizens of our communities. Aging buildings and infrastructure are compromising mission success at our facilities due to the following reasons: variety of non-standardized systems installed during upgrades over the life of the building; original systems installed when the building was commissioned that may not be performing at peak efficiency due to end of life-cycle; lack of cohesive master plan for restoration and modernization of building systems; lack of ADA accessibility and code compliance at sites; lack of fire/life safety equipment; inefficient window air conditioning units installed; in addition to minimal upgrades in electrical and plumbing systems . The FMO is looking to obtain services to include construction administration of small projects in accordance with current state and federal statutes, as well as complete analysis of existing building systems, master plans and other deliverables for our facilities in order to correct current deficiencies and meet future operational requirements.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS:

The following is a list of potential projects to be performed under this contract. The Adjutant General's Department may request the contractor to perform other services not specified that it

determines are within the scope of the Agreement and the contractor has the technical qualifications to perform.

Design/Build supervision: Perform turn-key design/build projects up to a value of \$25,000. An example list of projects includes door and window replacement; rehabilitation of concrete steps; UST removal; repaving of parking areas; sidewalk replacement; brick wall repointing as well as others.

Architectural building design: Design and provide plans and specifications for a variety of minor building construction/renovation projects to include: latrine upgrades, kitchen upgrades, large scale additions.

Mechanical systems engineering/analysis: Utility infrastructure (to include water, sewer, power and communications system) design will consist of the replacement of failed systems (i.e. Berlin sewer line collapse in 2010), as well as floor drain/wastewater sampling design. Existing HVAC systems consist of a variety of types and ages to include oil and gas fired boilers, electrical water heaters, forced hot air systems, a geothermal system and must be able to tie into the eMS (Energy management System). Evaluation and systems analysis of existing HVAC systems with recommendations for restoration or modernization; recommend time schedules and/or components for upgrade; provide drawings and parts schedules for recommendations. Ability to conduct forensic analysis and provide written reports of failed parts as required. Provide plans and drawings as necessary for restoration or modernization of existing sanitary sewers. Evaluation and analysis of oil/water separators at maintenance facilities; provide plans and permitting necessary for restoration or modernization. Conduct analysis of thermal loads in work spaces and perform balancing as necessary.

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

Electrical engineering: Conduct load analysis at various locations and provide recommendations on upgrades; internal building lighting design; analysis of existing telephone/data systems; security systems. Ensure buildings are in code compliance at main distribution panels, service masts and internal building wiring. Make recommendations regarding building services based on present and future force structure.

Master Planning: Develop and submit master plan for replacement or upgrade of mechanical systems; provide master maintenance schedule. Develop prioritization lists for building replacement based on present and future force structure.

Enhanced/Retro Commissioning: Act as or provide 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.

Project Management and Delivery Instruction:

Once the firm(s) is/are selected, the general anticipated project execution methodology will be:

1. The Adjutant General's Department shall determine project needs and develop a scope of work, or collaborate with the contractor to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The Adjutant General's Department may request a short proposal and project fee estimate from the contractor(s).
3. The contractor(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. The Adjutant General's Department will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the Adjutant General's Department will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the Adjutant General's Department will request a justified modification from the contractor. Once an agreed upon cost proposal is established, the owner will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. The owner 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.
6. The Adjutant General's Department may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project task that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.
7. The contractor will submit invoices as specific project tasks and deliverables are completed and delivered to the owner's project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the owner.

PRIMARY CONTACT and PROJECT MANAGERS:

New Hampshire Adjutant General's Department
NHNG-FMO (ATTN: LTC David Mikolaities, P.E.)
1 Minuteman Way
Concord, NH 03301-5607

(603) 227-1464

David.mikolaities@us.army.mil

The Adjutant General's Department will assign project managers from our facilities management office (FMO) to each approved project in the project's notice to proceed memorandum.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P-37 AGREEMENT

EXHIBIT B: THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF
PAYMENT

Professional Architectural Services

The Contract Price

The Contract Price – The Adjutant General's Department will pay the Contractor the amount not to exceed of \$300,000.00 per contract year (2012 and 2013). The option for two, one year contract extensions/renewals (2014 and 2015) will be based upon satisfactory completion of the first two years of the contract. The Contractor may receive the entire amount, or any portion of said contract total amount, depending on services rendered during each contract year.

This limit shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Invoices will be submitted by the Contractor to:

The Adjutant General's Department
NGNH-FMO
1 Minuteman Way
Concord, NH 03301-5607.

Payment will be made within thirty (30) days after receipt of a proper invoice.

Terms of Payment

- Invoicing shall be monthly lump sum based on the percent of completion per task as established in the Project Notice to Proceed Memo(s) for the specified task (s).
- Travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.
- Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Adjutant General's Department primary contact.

Rate Schedule

The following rate schedule will be used to develop project fixed costs per tasks and rates will be used for project proposal finalized in the appropriate time period.

**NHARNG PROFESSIONAL ARCHITECTURAL SERVICES
FEE SCHEDULE**

Position title	Fee schedule (per hour)
Principal	\$ 165.00
Project Manager	\$ 130.00
Senior Architect	\$ 115.00
Architect	\$ 90.00
Architectural Historian	\$ 110.00
Senior Structural Engineer	\$ 115.00
Structural Engineer	\$ 80.00
Senior Mechanical Engineer	\$ 115.00
Mechanical Engineer	\$ 80.00
Senior Electrical Engineer	\$ 115.00
Electrical Engineer	\$ 85.00
Senior Fire Protection Engineer	\$ 115.00
Fire Protection Engineer	\$ 80.00
ASHRAE Certified Commissioning Agent	\$ 105.00
Construction Inspector	\$ 80.00
CAD/CADD Technician	\$ 80.00
Junior Engineer (All Disciplines)	\$ 75.00
Administrative support	\$ 55.00

Other specialities will be negotiated as required and fees identified during initial project meeting:

Examples include:

Interior Designer

Archaeologist

Discipline specific field technicians

**THE ADJUTANT GENERAL'S DEPARTMENT - PROFESSIONAL
ARCHITECTURAL FEE SCHEDULE**

Position title	Fee schedule (per hour)
Principal	\$ 165.00
Project Manager	\$ 130.00
Senior Architect	\$ 115.00
Architect	\$ 90.00
Architectural Historian	\$ 110.00
Senior Structural Engineer	\$ 115.00
Structural Engineer	\$ 80.00
Senior Mechanical Engineer	\$ 115.00
Mechanical Engineer	\$ 80.00
Senior Electrical Engineer	\$ 115.00
Electrical Engineer	\$ 85.00
Senior Fire Protection Engineer	\$ 115.00
Fire Protection Engineer	\$ 80.00
ASHRAE Certified Commissioning Agent	\$ 105.00
Construction Inspector	\$ 80.00
CAD/CADD Technician	\$ 80.00
Junior Engineer (All Disciplines)	\$ 75.00
Administrative support	\$ 55.00

Other specialities will be negotiated as required and fees identified during initial project meeting:

Examples include:

Interior Designer

Archaeologist

Discipline specific field technicians

STATE OF NEW HAMPSHIRE
THE ADJUTANT'S GENERAL DEPARTMENT

P-37 AGREEMENT

EXHIBIT C: SPECIAL PROVISIONS - AMENDMENTS TO AGREEMENT

Professional Architectural Services

The following special provisions modify, change, delete or add to the General Provisions of the P-37 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 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 Consultant.
3. The Consultant shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Consultant's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Consultant until defective work or damaged property caused by the Consultant, his employees, equipment or materials, is placed in satisfactory condition.
4. **General Provisions** are amended as follows:
 - a. **Provision 7. PERSONNEL: Sub-part 7.2:** Delete the period at the end of the provision and add the following:

"or who is a National Guardperson or who is a federal employee of the National Guard."
 - b. **Provision 8. EVENT OF DEFAULT: REMEDIES:** Amend 8.1 to include:
 - 8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 - 8.1.5 Makes an assignment for the benefit of creditors, or
 - 8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

The Department shall give notice in writing to the Consultant for such delay, neglect, or default. If the Consultant does not proceed in accordance with the Notice, then the Department will, upon written notification from the Project Manager of the fact for such delay, neglect or default and the Consultant's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Consultant. The Department may enter into and Agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in its opinion, will be required for the completion of said contract in an acceptable manner.

c. **Provision 9. DATA: ACCESS: CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Consultant shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the consultant 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.

d. **Provision 10. TERMINATION:** Amend 10 to read:

Termination of Contract Without Fault

The Department, for any cause, including but not limited to an order of any Federal authority of petition of the Consultant due to circumstances beyond his control may, in written notice to the Consultant, with the concurrence of the Governor and Council, terminate the contract, or any portion thereof, subject to conditions a, b, c and d provided below.

Notwithstanding, anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available for Appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds, or appropriations, or a reduction of expenditure, the Department may, by written Notice to the Consultant, immediately terminate this contract in whole or in part in accordance with the following conditions:

- a) When a contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed. Payment for items of work not completed at the time of termination shall be the greater of the following amounts: 1) a percentage or completion of the particular item at time of termination, or 2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.
- b) Reimbursement for organization of the work and mobilization, when not otherwise included in the contract, shall be made where the volume of work completed is too small to compensate the Consultant for these expenses under the

Contract, the intent being that an equitable settlement be made with the Consultant.

- c) Acceptable materials obtained or ordered by the Consultant for work and that are not incorporated in the work shall, at the option of the Consultant, be purchased from the Consultant based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Consultant shall do everything possible to cancel unfilled orders.
- d) Termination of a contract or a portion thereof shall not relieve the Consultant of his responsibilities for the work completed.

e. **Provision 14. INSURANCE AND BOND:** Amend as follows:

Amend 14.1 to read

14.1 The Consultant shall deliver at the time of execution of the Contract, certificates of insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the project, and at the request of the Department, the Consultant shall promptly make available a copy of any and all listed insurance policies. The Adjutant General's Department of the State of New Hampshire shall be named as Certificate holder. The Consultant shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor of assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

CLAIMS AND INDEMNIFICATION:

(a) 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-contractors in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct by wrongdoing of the CONSULTANT or its sub-contractors in the performance of this AGREEMENT.

(b) 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-contractors in the performance professional services covered by this AGREEMENT.

(c) 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.

5. ADD the following as Special Provisions:

A. NONDISCRIMINATION: The Consultant/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Consultant/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Consultant/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. LOBBYING: a. The Consultant/Vendor 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 cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim 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. § 1352) is incorporated by reference.

C. DRUG FREE WORK PLACE: a. The Consultant/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Consultant/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. ENVIRONMENTAL STANDARDS: 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 *Resources Conservation and Recovery Act (RCRA)*;
- (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 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).

E. DEBARMENT AND SUSPENSION: a. Consultant/Vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Consultant/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. **HATCH ACT:** The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. **EQUAL EMPLOYMENT OPPORTUNITY:** *(All construction contracts awarded in excess of \$10,000 by grantees and their consultants or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. **COPELAND "ANTI-KICKBACK" ACT:** The Consultant/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 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 or 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.

I. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. **USE OF UNITED STATES FLAG CARRIERS:** 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. 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).

K. **NATIONAL HISTORIC PRESERVATION:** *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)* The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding

agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. BUY AMERICAN ACT: The recipient 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. RELOCATION AND REAL PROPERTY ACQUISITION:

The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act 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.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Federal 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:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

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

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your contract.

Vehicle Travel (fleet) Between Work Stations

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

Significant aspects likely to be affected by contractor's activities, products, or services:

(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:

(To be discussed at the Kickoff meeting)

Contact Information:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CMK ARCHITECTS is a New Hampshire trade name registered on August 6, 1984 and that CORZILIUS, MATUSZEWSKI, KRAUSE, ARCHITECTS, PROFESSIONAL ASSOCIATION presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of June, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CORZILIUS MATUSZEWSKI KRAUSE ARCHITECTS, PROFESSIONAL ASSOCIATION

CERTIFICATE OF VOTE

I, Louis E. Krause, III, hereby certify that I am duly elected Vice President of Corzilius Matuszewski Krause, Architects, Professional Association.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on July 20, 2012, 10:30 a.m. EDT time, at which a quorum of the Board was present and voting.

VOTED:

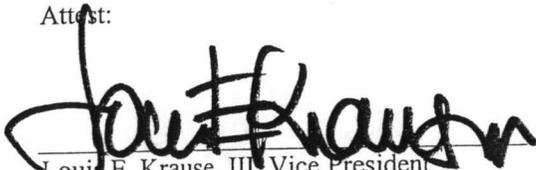
Resolved, that for the purpose of authorizing the corporation to do business with the New Hampshire Army National Guard, the proper officers of this corporation hereby authorize Louis E. Krause, III, Vice President of the corporation, and/or Alvin B. Corzilius, Jr., President of the corporation, who, on behalf of the corporation, to enter into agreement to provide professional services required for Statewide – for performing professional services for design and construction documents, on-site observations, and inspections services for various projects, and further authorize Mr. Krause to execute any documents which may be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 20, 2012 date and that Alvin B. Corzilius, Jr., President and Frederick L. Matuszewski, Secretary-Treasurer, Louis E. Krause, III, Vice President, are duly elected Directors and Officers, respectively, of this corporation.

Attest:

Date

7/20/2012


Louis E. Krause, III, Vice President

Corporate Seal



CMKARCH-01

NPOULIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2012

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 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 License # 365077 Clark Insurance 80 Canal St Manchester, NH 03101	CONTACT NAME: Lorraine Michals	FAX (A/C, No): (603) 622-2854	
	PHONE (A/C, No, Ext): (603) 622-2855	E-MAIL ADDRESS: lmichals@clarkinsurance.com	
INSURED CMK Architects, PA 603 Beech St Manchester, NH 03104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Patriot Insurance		32069
	INSURER B : Travelers Casualty and Surety Co of America		31194
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP6158737	7/23/2012	7/23/2013	EACH OCCURRENCE	\$ 2,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000						
		MED EXP (Any one person)	\$ 5,000						
		PERSONAL & ADV INJURY	\$ 2,000,000						
		GENERAL AGGREGATE	\$ 4,000,000						
		PRODUCTS - COMPI/OP AGG	\$ 4,000,000						
			\$						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BOP6158737	7/23/2012	7/23/2013	EACH OCCURRENCE	\$ 2,000,000	
								AGGREGATE	\$ 2,000,000
									\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 6158737	7/23/2012	7/23/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
								E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
B	Professional Liability			105654688	8/1/2012	8/1/2013	Each/All Claim Limit	2,000,000	
				105654688	8/1/2012	8/1/2013	Per Claim Deductible	15,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Professional Architectural Services for New Hampshire Army National Guard Facilities Statewide

CERTIFICATE HOLDER

CANCELLATION

Adjutant Generals Department of the State of NH
 4 Pembroke Road
 Concord, NH 03301

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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THIS IS TO



CERTIFY

FREDERICK MATUSZEWSKI

IS A

LICENSED ARCHITECT
IN THE STATE OF NEW HAMPSHIRE
LICENSE NO. **00919**
EXPIRES **11/30/12**

THIS IS TO



CERTIFY

LOUIS E KRAUSE

IS A

LICENSED ARCHITECT
IN THE STATE OF NEW HAMPSHIRE
LICENSE NO. **01281**
EXPIRES **3/31/14**

THIS IS TO



CERTIFY

ALVIN B CORZILIUS

IS A

LICENSED ARCHITECT
IN THE STATE OF NEW HAMPSHIRE
LICENSE NO. **00436**
EXPIRES **4/30/14**

man. Photographs of the...
59483 / Adjutant
Auto Racing

NASCAR ready to roll out

◆ **Turns ahead:** As Chase comes down to the wire today, chairman already looking ahead.

By **GEORGE DIAZ**
The Orlando Sentinel

HOMESTEAD, Fla. — The most pressing business matter comes first: NASCAR will crown a new champion today, as Carl Edwards and Tony Stewart escalate their chippy conversations to a more conventional way of settling differences:

First man to the finish line

wins.

Shortly thereafter, NASCAR will shut down briefly, wait a few weeks, and then roll out a new business model for 2012.

There could be more tweaks in the Chase format. There will definitely be a significant change in restrictor-plate races at Daytona and Talladega — a moment of silence for tandem racing — which is doomed. And the sport will also trash traditional carburetors in favor of a fuel-injection model.

“The emphasis on winning that we keep adjusting to is undeniably paying dividends,” NASCAR Chairman Brian

France said during an Q&A with reporters at Homestead-Miami Speedway.

France did not rule out changes in the Chase format despite the mass appeal of the South Florida shootout between Edwards and Stewart that will mark a fabulous finish to this year's long run. NASCAR tweaked the format prior to the season and the response has been generally favorable.

But there still is some noise in the machine. Edwards could win the Sprint Cup title despite winning one race, whereas Stewart might be denied his third Cup title despite winning four of the nine races leading up to today's Ford 400.

“The emphasis (for change) was to create bigger moments if we had a playoff style atmosphere,” France said. “...The one win that Carl had may well make the difference.”

One topic that has a clear direction is the widely reviled tandem, or love-bug, racing style. It started out as a quirky novelty last year at Talladega and devolved into a “friends with benefits” style of racing. Drivers are under pressure not to work with draft partners not affiliated with their teams.

In one of the lowest moments of the season, rookie Trevor Bayne ditched Jeff Gordon on the final laps of the Talladega race in October despite agreeing to work with him the last restart.

NASCAR wants no part of that anymore. Amen to that.

Testing new car setups already started at Daytona International Speedway last week, and the process will continue with more testing in January.

“We would prefer to eliminate tandem racing in the manner it exists today,” France said. “There is no question about that. We are working on rolling back the clock to traditional Daytona Talladega

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by FRANCIS N. TAYLOR, JR. to Federal Savings Bank, its successors or assigns, as lender, dated April 30, 2007, recorded in the Strafford County Registry of Deeds at Book 3522, Page 238, as corrected at Book 3528, Page 27, assigned to NEW HAMPSHIRE HOUSING FINANCE AUTHORITY by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mortgage conditions broken, will sell on the mortgaged premises (street address: 37 Hunter Lane) in Farmington, Strafford County, New Hampshire, at

PUBLIC AUCTION

on December 14, 2011 at 12:30 p.m., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold “as is” in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or other claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the

Legal Notice

Request for Proposals

The Adjutant General's Department
1 Minuteman Way
Concord, NH 03301

Statewide Service Agreement - Professional Architectural Services

The Adjutant General's Department/ New Hampshire Army National Guard is seeking to retain on-call a qualified and experienced firm(s) interested in providing professional architectural services to NHARNG facilities throughout the state. Facilities include, but are not limited to, readiness centers, training centers and maintenance facilities. The selected firm should be familiar with all aspects of building design, to include mechanical, structural, and electrical engineering, building master planning, and commissioning services. Firms interested in providing these services should submit a 1-page letter of interest requesting an Information Packet by 5:00 PM on December 1, 2011 to LTC David Mikolajties, P.E., Construction Facilities Management Officer (CFMO), NHARNG Facilities Management Office, 1 Minuteman Way, Concord, NH 03301. Questions pertaining to this RFP can be sent via email to david.mikolajties@us.army.mil or via telephone at (603) 227-1464. Firm selection will occur using a qualification based selection process.

(UL - Nov. 20, 21, 22)

Legal Notice

The Town of New London is requesting interested engineering firms to submit RFP's per a Transportation Enhancement Program in Elkins, NH. This project will include sidewalks, intersection design and walking path. All aspects of the project must meet the requirements of the State of N.H. D.O.T. Manual of Transportation Enhancement Programs.

Interested firms must attend a mandatory meeting on November 30th at 10

Milender, Stephanie L Ms CIV US NG NH ARNG

From: Hall, Steven J MAJ MIL NG NH ARNG
Sent: Wednesday, July 11, 2012 3:48 PM
To: Milender, Stephanie L Ms CIV US NG NH ARNG
Cc: Champa, Helen L Ms CIV US NG NH ARNG
Subject: FW: State of NH Licenses (UNCLASSIFIED)
Attachments: State of NH Licenses.pdf

Classification: UNCLASSIFIED
Caveats: FOUO

These are the Licenses for CMK, they don't practice engineering, so they don't get the certificate to practice, just the licenses.

-----Original Message-----

From: Denise Harrison [<mailto:deniseh@cmkarch.com>]
Sent: Wednesday, July 11, 2012 2:57 PM
To: Hall, Steven J MAJ MIL NG NH ARNG
Cc: 'Chip Krause'
Subject: re: State of NH Licenses

Please find attached is a copy of the NH licenses for the partners of CMK Architects.

If you have any questions please contact Chip Krause at ckrause@cmkarchitects.com

Denise Harrison
CMK Architects, PA
603 Beech Street
Manchester, NH 03104
PH 603-627-6878
deniseh@cmkarchitects.com

Classification: UNCLASSIFIED
Caveats: FOUO



DEPARTMENT OF THE ARMY AND AIR FORCE
NEW HAMPSHIRE NATIONAL GUARD
JOINT FORCE HEADQUARTERS
1 MINUTEMAN WAY
CONCORD, NH 03301-5607

NGNH-FMO

6 December 2011

Mr. XYZ.
ABC Firm.
Street Address
Town, NH 03XXX

SUBJECT: Request for Statement of Qualifications and Experience to Provide
Professional Architectural Services for
New Hampshire Army National Guard (NHARNG) Facilities Statewide

Dear Mr. XYZ,

Thank you for your interest to provide professional architectural services for The Adjutant General's Department - New Hampshire Army National Guard (NHARNG). This contract will be a two-year contract (commencing on/about March 1, 2012), at a not to exceed limit of \$300,000.00 per contract year (2012 and 2013). The option for two, one year renewals will be based upon satisfactory completion of the first two years. Execution is subject to availability of both federal and state funds. Attached are several exhibits relative to this project that provide additional information.

The State of New Hampshire - Adjutant General's Department reserves the rights to accept any or all qualification packages, or reject any or all qualification packages, that may be in the best interest of the state. It is also understood that we reserve the right to award all or a portion of the prospective services to one or more firms.

Companies, corporations or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Office, Concord, NH 03301, phone (603) 271-3244/3246.

Firm selection will occur using a qualification based selection process in accordance with NH Revised Statute Annotated (RSA) 21-I:22. Evaluation will be based upon the following criteria:

- Clarity/Presentation of the Proposal
- Comprehension of the Assignment
- Work History With Similar Projects
- Capacity to Do Work in a Timely Manner
- Quality and Experience of Project Manager/Team (organizational structure to include resumes)
- Overall Suitability for the Assignment
- Quality Assurance/Quality Control Protocol
- Letters of Reference

Additional documentation required to be considered include: 1) a corporate Certificate of Vote to submit a qualification package, 2) Certificate from the State of New Hampshire Secretary of State's Office stating the company is currently registered to perform work in NH, and 3) Certificate of Insurance showing coverage in the amount identified on the P-37 Standard Agreement, Section 14.

Statement of Qualifications and Experience will be limited to thirty (30) single sided pages and should be received no later than 5:00 PM on December 30, 2011. Packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: MAJ Steven Hall), 1 Minuteman Way, Concord, NH 03301-5607.

The successful consultant will be chosen based on the Adjutant General's Qualification Evaluation Procedure. In accordance with NH RSA 21-I:22, a short list of not less than three firms will be established. Interviews may be held but are not required with the short list of firms. The Adjutant General's Department will then request a fee schedule to begin negotiation to determine compensation rates that are considered fair and reasonable with the most qualified firm. If the agreement can't be made with the most qualified firm, negotiations will be terminated and the next most qualified firm will be contacted. Please be prepared to provide a fee schedule shortly after the qualifications deadline if requested.

Written or verbal communications should be addressed to: Adjutant General's Department, NGNH-FMO (ATTN: MAJ Steven Hall), 1 Minuteman Way, Concord, NH 03301-5607, phone (603) 227-1499 or via email at steven.hall1@us.army.mil.

DAVID J. MIKOLAITIES, P.E.
LTC, SF, NHARNG
Construction & Facilities Management Officer

Enclosure: Exhibit A: Scope of Services
Exhibit B: The Contract Price, Method of Payment and Terms of Payment
Exhibit C: Special Provisions: Amendments to Agreement
Form P-37

**State Of New Hampshire
Adjutant General's Department
Oral Presentation Evaluation Procedure
Architectural Services**

New Hampshire Adjutant General's Department will evaluate the qualification of potential consultants for Architectural Services based on the following criteria. Each Company will be evaluated by three personnel, with a minimum of two personnel from the Adjutant General's Department. A composite of the three evaluator ratings will be used to rank the potential services providers in order of most qualified to least qualified.

Company Name: _____

EVALUATOR :

- 1) Clarity/Presentation of the Proposal: Completeness, accuracy and clarity of the proposal. Proposals that do not follow the instructions will be ineligible. A competitive proposal must clearly address each item referenced in Exhibit A and the proposal should be structured so that these discussions are easy for reviewers to find. Subject headings, graphics, bullets, and bolded statements using language similar to that used in the RFP can all be used to make the reviewers' jobs easier as they assess how well the proposal meets review criteria. (1-5 pts)
- 2) Comprehension of the Assignment: Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the tasks and obtaining the expected deliverables. Highlight the problems being addressed and their importance as well as explain the technical approach you would adopt to address them. The consultant must, in addition to the project scope requested, detail precisely what is included and excluded. (1-5 pts)
- 3) Work History with Similar Projects: List of similar projects performed as related to the requested services. The list of similar projects will include the title of the project, the name of the client, a client reference and phone number. (1-5 pts)
- 4) Capacity to Do Work in a Timely Manner: The Consultant's demonstrated ability and availability, organizational capacity, financial stability and capacity to carry out, in a timely manner, the services as specified in the RFQ. Evaluation will determine if the company has the capabilities to perform the full scope of services, including whether the company is large enough to perform multiple projects at once. Include information about the company's size and availability and geographic location of offices. (1-5 pts)
- 5) Quality and Experience of Project Manager/Team (include resumes): Qualifications of principal individuals to be employed as part of the services. Resumes and qualification should include Professional Certifications. NH Professional Engineering License or as allowed by RSA 310-A:11, 310-A:19 or 310-A 27. NH Professional Architecture

<u>Rating</u>

License or as allowed by RSA 310-A:37 or 310-A:52. Provide a list of personnel expected to work on the contract projects, the overall project team leader and an identified contract administrator with their resumes. (1-5 pts)

- 6) Overall Suitability for the Assignment: Provide one completed project example from within the list of projects in Exhibit A, preferably of an Army National Guard project or projects using state contracting procedures. Examples will be evaluated for clear and concise writing, logical/well organized, following standards for the type of document if any, effective use of figures and charts, meeting any stated goals or objectives for the document. (1-5 pts)
- 7) Quality Assurance/Quality Control Protocol: Provide examples of quality assurance/quality control procedures currently practiced to protect the owner from substandard design/construction. (1-5 pts)
- 8) Letter of References: Provide the names and contact information of at least five professional references. Contact information must include the name of the company / person, phone number, and email address. Please do not provide more than 5 references; respondents with fewer than the required number of references will not be considered. (1-5 pts)

<u>Rating</u>

Comments:

Total Rating

**State Of New Hampshire
Adjutant General's Department
Qualification Evaluation Procedure
Architectural Services**

New Hampshire Adjutant General's Department will evaluate the qualification of potential consultants for Architectural Services based on the following criteria. Each Company will be evaluated by three personnel, with a minimum of two personnel from the Adjutant General's Department. A composite of the three evaluator ratings will be used to rank the potential services providers in order of most qualified to least qualified.

Company Name: _____

EVALUATOR :

- 1) Clarity/Presentation of the Proposal: Completeness, accuracy and clarity of the proposal. Proposals that do not follow the instructions will be ineligible. A competitive proposal must clearly address each item referenced in Exhibit A and the proposal should be structured so that these discussions are easy for reviewers to find. Subject headings, graphics, bullets, and bolded statements using language similar to that used in the RFP can all be used to make the reviewers' jobs easier as they assess how well the proposal meets review criteria.(1-5 pts)

- 2) Comprehension of the Assignment: Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the tasks and obtaining the expected deliverables. Highlight the problems being addressed and their importance as well as explain the technical approach you would adopt to address them. The consultant must, in addition to the project scope requested, detail precisely what is included and excluded. (1-5 pts)

- 3) Work History with Similar Projects: List of similar projects performed as related to the requested services. The list of similar projects will include the title of the project, the name of the client, a client reference and phone number. (1-5 pts)

- 4) Capacity to Do Work in a Timely Manner: The Consultant's demonstrated ability and availability, organizational capacity, financial stability and capacity to carry out, in a timely manner, the services as specified in the RFQ. Evaluation will determine if the company has the capabilities to perform the full scope of services, including whether the company is large enough to perform multiple projects at once. Include information about the company's size and availability and geographic location of offices. (1-5 pts)

- 5) Quality and Experience of Project Manager/Team (include resumes): Qualifications of principal individuals to be employed as part of the services. Resumes and qualification should include Professional Certifications. NH Professional Engineering License or as allowed by RSA 310-A:11, 310-A:19 or 310-A 27. NH Professional Architecture

<u>Rating</u>

License or as allowed by RSA 310-A:37 or 310-A:52. Provide a list of personnel expected to work on the contract projects, the overall project team leader and an identified contract administrator with their resumes. (1-5 pts)

- 6) Overall Suitability for the Assignment: Provide one completed project example from within the list of projects in Exhibit A, preferably of an Army National Guard project or projects using state contracting procedures. Examples will be evaluated for clear and concise writing, logical/well organized, following standards for the type of document if any, effective use of figures and charts, meeting any stated goals or objectives for the document. (1-5 pts)
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<u>Rating</u>

Comments:

Total Rating



DEPARTMENT OF THE ARMY AND AIR FORCE
NEW HAMPSHIRE NATIONAL GUARD
JOINT FORCE HEADQUARTERS
1 MINUTEMAN WAY
CONCORD, NH 03301-5607

The Adjutant General's Department
2012-2015 Professional Architectural Services
Rating Panel Background Information

LR - Bachelor of Science Degree in Mechanical Engineering with 22 years of Engineering, Construction, Project Management and Technical Services experience from civilian and military organizations to include a Fortune 100 company, the US Army Corps of Engineers and the Army National Guard in the US and abroad. During his recent combat deployment, he served as the Engineer Officer for western Afghanistan and was responsible for the oversight of over 240 projects with a combined value of over \$200 million dollars. He also recently served as a part of the Project Management Team for the construction of a \$54 million dollar Armed Forces Reserve Center and Vehicle Maintenance Shop in Middletown Connecticut.

SH- Bachelor and Masters of Science Degree in Civil Engineering. He has been working as the Federal Facilities Manager for the New Hampshire Army National Guard for the past 4 years. Prior to that worked at the University of New Hampshire as a Civil Engineering lab technician for 2 years. Has experience managing military, federal and state government construction projects.

BH - Currently completing Master's degree in Architecture at the Boston Architectural College. Has over seven years experience in the architecture and construction field and has worked on design teams at well known architecture firms in both Massachusetts and New Hampshire. For the past two years he has been a 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.

JG - Has been in the HVAC/ Electrical business for 40 years. Previously owned his own commercial Design/Build corporation. Worked extensively with many engineers and architects from throughout the NE area. Has personal licenses consisting of: Master Electrician in NH/ME, Master Plumber in NH/ME, Master oil/wood boiler in ME, Gas fitter in NH/ME, and Sprinkler installer in MA. Also is a Professor Adjunct Elect in the Electrician program at Manchester Community College. He currently works for the Adjutant General's department in NH as a Maintenance Technician and Electrician and is the Head Electrician for the NH Army Guard.

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : CMK Architects
as of 19-Jul-2012 7:00 AM EDT**

Your search returned no results.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORZILIUS, MATUSZEWSKI, KRAUSE, ARCHITECTS, PROFESSIONAL ASSOCIATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 25, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CORZILIUS MATUSZEWSKI KRAUSE ARCHITECTS, P.A.

Certificate of Vote

I, Louis E Krause, III (Chip) hereby certify that I am duly elected President, of Corzilius Matuszewski Krause Architects, Professional Association.

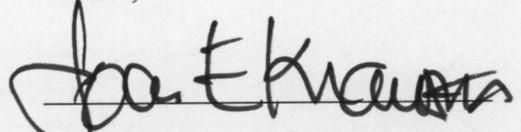
I hereby certify the following is a true copy of vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on MAY 13, 2013 at which a quorum of the Board was present and voting:

Voted: To enter into a one year renewal option to provide Professional Architectural Services for New Hampshire Army National Guard (NHARNG) Facilities Statewide for the Department of the Army and Air Force, New Hampshire National Guard, Joint Force Headquarters .

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of MAY 13, 2013 and that Frederick L. Matuszewski, Secretary-Treasurer and Louis E. Krause (Chip), III, President, are the duly elected Directors and Offices, respectively, of this corporation.

Dated: MAY 13 2013

Attest,



Louis E. Krause, III (Chip), President

THIS IS TO



CERTIFY

LOUIS E KRAUSE

IS A

LICENSED ARCHITECT

IN THE STATE OF NEW HAMPSHIRE

LICENSE NO.

EXPIRES

01281

3/31/14

Search Results

Current Search Terms: CMK* architects*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

