



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

17 *Star*

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 2, 2014

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

10/26 [Signature]

REQUESTED ACTION

Authorize The Adjutant General's Department to execute the second of two contract renewal options with Jacobs Engineering Group, Inc. (vendor code #176231), 2 Executive Park Drive, Bedford, New Hampshire for Professional Civil/Environmental Engineering & Surveying Services for planning and design of various projects as necessary and required by the Department from July 1, 2014 through June 30, 2015. The contract was originally approved on June 20, 2012, item #26 and extended on June 19, 2013, item #32C. The amount to be expended under this agreement shall not exceed \$500,000.00.

EXPLANATION

Four (4) different vendors were originally selected to perform these specific engineering 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 Jacobs Engineering Group, Inc., 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 engineering or surveying 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,

[Signature]
for William N. Reddel, III
Major General, NHNG
The Adjutant General

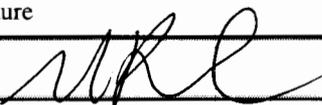
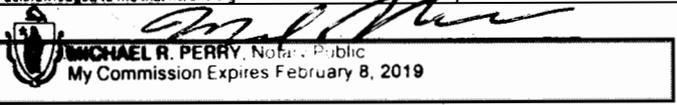
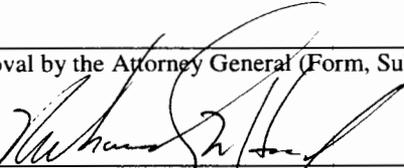
Subject: Professional Architectural Services IDIQ

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 Jacobs Engineering Group Inc.		1.4 Contractor Address Two Executive Park Dr., Bedford NH, 03110	
1.5 Contractor Phone Number 617-242-9222	1.6 Account Number TBD	1.7 Completion Date 30 Jun 2015	1.8 Price Limitation \$500,000.00
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 Michael R. Desrochers - Operations Manager	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>6-2-2014</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. <i>The Commonwealth of Massachusetts</i> On this <u>2nd</u> day of <u>June</u> , 20 <u>14</u> before me, the undersigned notary public, personally appeared <u>Michael R. Desrochers</u> proved to me through satisfactory evidence of identification, which were <u>personally known</u> to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.			
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  MICHAEL R. PERRY, Notary Public My Commission Expires February 8, 2019	
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>6-4-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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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 MTC
Date 6/2/14

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 Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JACOBS ENGINEERING GROUP INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 30, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Scher, do hereby certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that Michael R. Desrochers is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, the contract renewal Agreement for the Civil/Engineering Environmental & Surveying Services Contract with the State of New Hampshire Adjutant General's Department and Jacobs Engineering Group Inc. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 29th day of May, 2014.



Brian Scher
Assistant Secretary

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/16/2014

NAME OF INSURED: Jacobs Engineering Group Inc.



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	6-19-13
ITEM #	32C

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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

June 3, 2013

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

REQUESTED ACTION

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Your approval is respectfully requested.

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Subject: Professional Architectural Services IDIQ

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1.9 Contracting Officer for State Agency Stephanie Milender, Administrator		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature <i>John F. Giudici</i>		1.12 Name and Title of Contractor Signatory John F. Giudici	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>5-23-2013</u> , before the undersigned ^{notary} 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. The Commonwealth of Massachusetts On this <u>23rd</u> day of <u>May</u> , 20 <u>13</u> , before me, the undersigned notary public, personally appeared <u>John F. Giudici</u> proved to me through satisfactory evidence of identification, which were <u>personally known to me</u> to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Michael R. Perry</i> [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace MICHAEL R. PERRY, Notary Public My Commission Expires February 8, 2019	
1.14 State Agency Signature <i>Stephanie L. Milender</i>		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: _____			
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Contractor Initials JKG
Date 5/23/13

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

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.

Contractor Initials JFG
Date 8/23/13



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	6-20-12
Item #	26

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

May 25, 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 Jacobs Engineering Group, Inc. (vendor code #176231), 2 Executive Park Drive, Bedford, New Hampshire, 03110, for Professional Civil/Environmental Engineering & Surveying 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 \$500,000.00.

EXPLANATION

Four (4) 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 Jacobs Engineering Group, Inc. 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 engineering and surveying 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 engineering or surveying 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-seven (27) vendors submitted letters of interest and were all 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 twenty-seven (27) proposals received, eleven (11) firms with the highest rated scores were chosen to come in to make a comprehensive oral presentation to the rating panel 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. The references provided by these four (4) vendors were then contacted to validate information provided, and the four (4) 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 engineering services and a number of Federal Government General Services Administration Engineering and Environmental 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 of two (2) years 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 Jacobs Engineering Group, Inc. 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
Civil/Environmental Engineering & Surveying Services
Bid/Management Summary

The procedures used to identify the four (4) chosen vendors followed the requirements pursuant to RSA 21 – I-22, "Selection of Engineers, Architects and Surveyors".

A solicitation was placed in the Union leader newspaper seeking Request for Proposals/Letters of Intent.

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

Twenty-seven (27) firms responded and their proposals were all rated 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.

Eleven (11) firms with the highest rated scores were chosen and asked to come in to make a comprehensive oral presentation addressing each of the items under the rating checklist to the raters on the panel.

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

References were then contacted to validate information provided.

The Adjutant General's Department Civil/Environmental Engineering & Surveying Services
 Individual Company Qualification Evaluation Procedure Rating Summary

Company	Jacobs Engineering			
Evaluator	LR	SH	ZB	ES
Clarity of presentation	5	5	5	5
Comprehension of Assignment	4	4	4	5
Similar projects	5	5	5	4
capacity to work in timely manner	4	5	5	5
Project team experience	5	5	5	4
Overall suitability for the assignment	5	5	5	5
Quality Assurance	5	4	5	5
Letter of References	5	5	4	5
Evaluator Scores	38	38	38	38
Total Company Score	152			
Comments	Exp. with all Guard CFMOs			

The Adjutant General's Department Civil/Environmental Engineering & Surveying Services
 Qualification Evaluation Oral Presentation Rating Summary

	Evaluator	LR	SH	ZB	ES	Total Score
1	Jacobs Engineering	33	33	33	33	132
2	GM2	33	33	33	32	131
3	Dubois & King	33	32	30	34	129
4	Tighe & Bond	30	33	33	33	129
5	AMEC	31	31	32	34	128
6	Vanesse Hangen Brustlin	33	33	29	32	127
7	Oak Point Associates	30	26	29	28	113
8	Pennoni	25	23	29	35	112
9	HL Turner Group	30	29	17	33	109
10	Civil Consultants	30	33	22	24	109
11	Nobis	25	29	20	24	98

The Adjutant General's Department Civil/Environmental Engineering & Surveying Services

Qualification Evaluation Procedure Rating Summary

	Evaluator	LR	SH	ZB	ES	Total Score
1	Jacobs Engineering	38	38	38	38	152
2	GM2	38	38	38	37	151
3	Dubois & King	38	37	35	39	149
4	Tighe & Bond	35	38	38	38	149
5	AMEC	36	36	37	39	148
6	Vanesse Hangen Brustlin	38	38	34	37	147
7	Oak Point Associates	35	31	34	33	133
8	Pennoni	30	28	34	40	132
9	HL Turner Group	35	34	22	37	128
10	Civil Consultants	35	38	30	24	127
11	Nobis	30	36	25	29	120
12	Louriero Engineer Associates	28	25	28	37	118
13	Fay Spofford & Thorndike	30	32	24	28	114
14	Sevee & Maher	26	26	28	31	111
15	HEB	25	27	24	35	111
16	CLD Consultants	26	27	26	30	109
17	Lynnfield	27	30	23	27	107
18	TFM	26	26	26	28	106
19	Greenman-Pedderson	26	20	32	25	103
20	Holden	25	27	23	27	102
21	Eric C Mitchell	25	14	25	24	88
22	Jones & Bach	20	23	23	20	86
23	Fieldstone	20	24	18	16	78
24	Jesseman	20	17	21	20	78
25	Milone & Machbroom	20	17	20	19	76
26	Brown Engineering	20	15	22	18	75
27	MJS	14	17	14	16	61

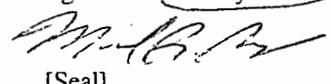
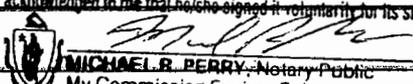
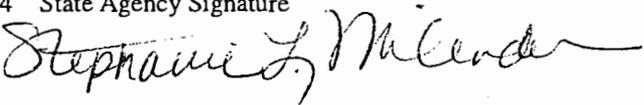
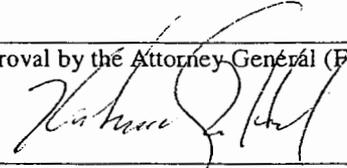
Note: companies scoring 120 pts and above were invited in for interviews

Subject: Civil/Engineering Environmental & Surveying Services FORM NUMBER P-37 (version 1/09)

RECEIVED
MAY 21 2012
ADJUTANT GENERAL'S
DEPARTMENT

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows
GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Adjutant General's Department</u>		1.2 State Agency Address <u>1 Minuteman Way, Concord, NH 03301-5607</u>	
1.3 Contractor Name <u>Jacobs Engineering Group Inc.</u>		1.4 Contractor Address <u>343 Congress St. Boston, MA 02210</u>	
1.5 Contractor Phone Number <u>617-242-9222</u>	1.6 Account Number <u>TBD</u>	1.7 Completion Date <u>June 30th, 2013</u>	1.8 Price Limitation <u>\$500,000.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie Milender</u>		1.10 State Agency Telephone Number <u>603-225-1361</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>John F. Giudici - New England Regional Manager</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>5-17-2012</u> , before the undersigned ^{notary} 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]		The Commonwealth of Massachusetts On this <u>17th</u> day of <u>May</u> , 20 <u>12</u> , before me, the undersigned notary public, personally appeared <u>John F. Giudici</u> proved to me through satisfactory evidence of identification, which was <u>personally known</u> to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michael R. Perry - Contract Administrator / Notary</u>		 MICHAEL R. PERRY, Notary Public My Commission Expires February 6, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Stephanie Milender, Administrator III</u>	
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>5/31/12</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.

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
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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.

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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 JFA
Date 5/17/12

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

Civil/Engineering, Environmental and Surveying Services

GENERAL: The contractor shall furnish all labor, materials, and services as needed to perform consultative services as necessary in regards to site/civil design, development, environmental permitting, landscape planning, surveying and master planning. The Contractor shall comply with all applicable 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 (1) – 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), three (3) field maintenance shops (FMS), 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 that are used for training and support of the New Hampshire Army National Guard (NHARNG). 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 where minimal site improvements have occurred to meet our changing transformation from a strategic reserve to an operational force. New force structure and equipment fielding are compromising mission success at our facilities due to the following reasons: inadequate privately owned vehicles (POV) parking, inadequate motor pool space for current military equipment fielding, lighting and security fencing do not meet current anti-terrorism/force protection measures, a shortage of storage facilities, property encroachments, utilities requiring upgrades, and occasional storm water/drainage/environmental issues. The FMO is looking to obtain site designs with construction administration of small projects in accordance with current state statute, as well as complete surveys, photometric site plans, 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.

Site/Civil Design: Site/civil designs at our readiness centers will consist of roadway and parking pavement design to increase parking for privately owned vehicles (POV's) as well as new fencing for military vehicle motor pools. 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. Drainage issues may encompass storm water runoff, catch basin/culvert repair(s), retaining wall(s), and other similar type construction required for controlling surface water run-off. Some structural work may be required for concrete slab design to support portable vaults, communications towers, conex containers, hazardous materials (HAZMAT) huts, and pole barns/vehicle covered parking throughout the state. Photometric site plans are needed at most of our facilities where lack of adequate lighting exists to meet current anti-terrorism/force protection (AT/FP) security measures. Additional AT/FP work may include fencing, walls, passive vehicle barriers or other items applied along the perimeter of a facility to create a protective standoff and obscure vision, hinder personnel access, and hinder or prevent unauthorized vehicular access.

Master Planning: The Adjutant General's Department is currently short 250,000-square feet of readiness center space for the approximately 1,800 soldiers in the NH Army National Guard, as well as over 27,000-acres of training land. Site development conceptual plans as well as future master plans are needed to accommodate today's operational force that is currently housed in infrastructure that dates back to the strategic force of the 1950's and 1960's. Better utilization of both readiness centers and other facilities are essential through master plans of all facilities statewide. Examples of this would be the development of a master plan at our training site, the SMR or our Manchester RC in order to determine where it is best to construct new facilities as allowed in NGB Pamphlet 415-12. In regards to new facilities, site assessment of future land acquisitions may be required. Minor landscaping design is also required at select locations that are frequently used / occupied / observed by the public.

Environmental Permitting/Compliance: Storm water pollution prevention plan (SWPPP) and alteration of terrain (AoT) permits are occasionally required when cumulative work at some of our larger facilities exceed NHDES requirements. Additional design/permitting to accommodate NHDES requirements in wastewater, wetlands identification and other environmental programs that could relate to project execution may be required. Examples of other programs may consist of Environmental Condition of Property (ECOP) reports, pre-construction assessments, Phase I Environmental Site Assessments (ESAs) that conform to applicable ASTM standards and 40 CFR 312 (All Appropriate Inquiries Final Rule), and Phase II ESAs if needed to evaluate Recognized Environmental Conditions (RECs).

Topographic/GIS Surveys: Readiness centers throughout the state lack accurate surveys to determine if encroachments have occurred on our properties. Land survey plats are needed to decide encroachment issues, determine property lines in regards to erecting new motor pool fencing, etc. As the Adjutant General's Department expands its GIS-capabilities, linking land survey plats with GIS will be required and must meet National Guard Bureau (NGB) requirements. All deliverables should be georeferenced using NH State Plane 1983 coordinates.

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 an invoice as specific project tasks with 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**

Civil/Engineering Environmental & Surveying Services

The Contract Price

The Adjutant General's Department will pay the Contractor a maximum amount of \$500,000 per contract year (Fiscal years 2012 and 2013). This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council. The Contractor may receive the entire amount or any portion of said amount, depending on services rendered during each contract year.

Method of Payment

Invoices will be submitted by the Contractor to:

The Adjutant General's Department
NGNH-FMO
ATTN: LTC David Mikolaities, P.E.
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 schedules will be used to develop project fixed costs per tasks and rates will be used for projects proposal finalized in the appropriate time period.

The Adjutant General's Department Civil/Environmental Engineering & Surveying Services
 Rate Schedule for Civil/Environmental Engineering & Surveying Services
 2012-2015

Classification	Total Hourly Rate	Notes
Principals/Directors	\$ 155.00	
Project Managers (Sr)	\$ 135.00	
Project Managers (Mid)	\$ 125.00	
Engineers (Sr)	\$ 110.00	
Engineers (Mid)	\$ 90.00	
Senior Planners	\$ 110.00	
Project Engineers (Sr)	\$ 90.00	
Project Engineers (Mid)	\$ 80.00	
Construction Inspectors	\$ 80.00	
Landscape Architects	\$ 80.00	
Technical Advisors QA/QC	\$ 105.00	
Designers (Sr)	\$ 95.00	
Designers (Mid)	\$ 80.00	
Registered Land Surveyors	\$ 90.00	
Two-Person Survey Crew	\$ 100.00	
Two-Person Survey Crew with Licensed Surveyor	\$ 120.00	
Three-Person Survey Crew	\$ 144.00	
Three-Person Survey Crew with Licensed Surveyor	\$ 168.00	
CAD/D Technicians	\$ 80.00	
Environmental Engineers (Sr)	\$ 100.00	
Environmental Engineers (Mid)	\$ 80.00	
Geotechnical Engineers (Sr)	\$ 122.00	
Geotechnical Engineers (Mid)	\$ 95.00	
Geo-Spatial Analyst (GIS)	\$ 95.00	
Cultural Resources Specialist		Specialized Subconsultant local to State/Project will be utilized
Geologist		Specialized Subconsultant local to State/Project will be utilized
Historic Preservation Specialist		Specialized Subconsultant local to State/Project will be utilized
Archeologist		Specialized Subconsultant local to State/Project will be utilized
Biologist		Specialized Subconsultant local to State/Project will be utilized
Corrosion Engineer/Specialist	\$ 120.00	
Cost Estimator	\$ 120.00	
Facilities Management Specialist	\$ 125.00	
Specifications Writer	\$ 80.00	
Administration Specialist	\$ 60.00	
Resident Field Engineer (Sr.)	\$ 125.00	
Resident Field Engineer (Jr.)	\$ 80.00	

STATE OF NEW HAMPSHIRE
THE ADJUTANT'S GENERAL DEPARTMENT

P-37 AGREEMENT

EXHIBIT C: SPECIAL PROVISIONS - AMENDMENTS TO AGREEMENT

Civil/Engineering, Environmental and Surveying 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.

1. 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 Contractor.

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

3. **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 Contractor for such delay, neglect, or default. If the Contractor 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 Contractor'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 Contractor. The Department may enter into an 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 Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include, invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

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 Contractor due to circumstances beyond his control may, in written notice to the Contractor, 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 Contractor, 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 Contractor for these expenses under the

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

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

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

Amend 14.1 to read

14.1 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 CONTRACTOR 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 CONTRACTOR or its sub-contractors in the performance of this AGREEMENT.

(b) PROFESSIONAL LIABILITY INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR 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.

4. ADD the following as Special Provisions:

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

discrimination in connection with the Contractor/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 Contractor/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 Contractor/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 Contractor/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 Contractor/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. Contractor/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 Contractor/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 contractors 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 Contractor/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:

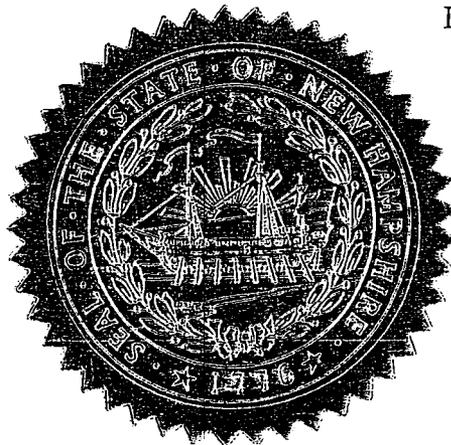
NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS, Army Aviation Support 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 JACOBS ENGINEERING GROUP INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 30, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of March, A.D. 2012

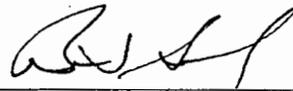
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Scher, do hereby certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that John F. Giudici is the New England Regional Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, the contract documents in connection with the agreement between the State of New Hampshire – Adjutant General's Department, Army National Guard and Jacobs Engineering Group Inc. for Civil/Engineering, Environmental and Surveying Services. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 8th day of May, 2012.



Brian Scher
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

03/26/2012

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 LIC #0437153 1-212-948-1306
 Marsh Risk & Insurance Services
 CIRTS Support@internal.jacobs.com
 777 S. Figueroa Street
 Los Angeles, CA 90017-5822
 Fax to: 1-212-948-1306

CONTACT NAME:
 PHONE (A/C, No. Ext): FAX (A/C, No.):
 E-MAIL ADDRESS:
 PRODUCER CUSTOMER ID#:

INSURED
 Jacobs Engineering Group Inc.
 1111 South Arroyo Parkway
 P.O. Box 7084
 Pasadena, CA 91109-7084

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMER INS CO	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 26229508 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDO G25529030	07/01/11	07/01/12	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCU C46479968 (LA, OH, TX)	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WLR C46479920 (AOS)	07/01/11	07/01/12	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SCF C46479944 (ME, WI)	07/01/11	07/01/12	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OFFICE LOCATION: St. Louis, MO 63102. PROJECT MGR: Dave Chamberlain. CONTRACT MGR: Susan Bryant. SENIOR CONTRACT MGR: Dave Hanley. RE: Master Planning, Civil Engineering, Surveying, and Environmental Permitting Services for the New Hampshire Army National Guard. CONTRACT NUMBER: not awarded yet. CONTRACT END DATE: April 30, 2016. PROPOSAL NUMBER: FDWB1204-1 (Jacobs B&P number). SECTOR: Public. *\$2,000,000 SIR FOR STATES OF: LA, OH, TX. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER
 State of New Hampshire
 New Hampshire Adjutant General's Dept.
 100 State St, 1st Floor
 Concord, NH 03301-5607
 USA

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

STATE OF NEW HAMPSHIRE

57 Regional Drive

Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers
Architects
Land Surveyors
Professional Geologists
Foresters
Real Estate Appraisers
Manufactured Housing Installers

Louise Lavertu • Executive Director

Natural Scientists
Landscape Architects
Court Reporters
Home Inspectors
Accountancy
Manufactured Housing Parks



Friday, September 23, 2011

JACOBS ENGINEERING GROUP INC
1111 S ARROYO PKY
PASADENA CA 91105-

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2012** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00925

Bank of America, N.A.
By its Attorneys,
Annie Digliannopoulou Esq.,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 659-7963
201108-0239 - GRN

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.
JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank
176 Washington Mutual Bank FA
Present holder of said Mortgage.
By its Attorneys,
Orlans Moran PLLC
P.O. Box 962169
Boston, MA 02196
Phone: (617) 502-4100

Legal Notice

U/L - Aug. 29; Sept. 5, 12)

Legal Notice

U/L - Aug. 29; Sept. 5, 12)

NOTICE OF FORECLOSURE SALE
Pursuant to a power of sale contained in a certain mortgage deed given by **RAYMOND BAILEY and DOMITILA KURIA** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** as nominee for **COUNTRYWIDE MORTGAGE SERVICES, LLC/D/B/A CWM/HOMELANS**, its successors and assigns, as lender, dated September 10, 2004, recorded in the Hillsborough County Registry of Deeds at Book 7317 Page 2636, assigned to **THE BANK OF NEW YORK MELLON** FROM **THE BANK OF NEW YORK** NOT IN ITS INDIVIDUAL CAPACITY BUT SOCIALLY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF THE CWMBS INC. ASSET-BACKED CERTIFICATES, SERIES 2004-10 (by assignment(s) recorded or to be recorded

BANK OF AMERICA, N.A.
By its Attorneys,
Annie Digliannopoulou Esq.,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 659-7963
201108-0239 - GRN

Legal Notice

Request for Proposals

The Adjutant General's Department
1 Myhrman Way
Concord, NH 03301
Single-Source Agreement
- Professional Civil Engineering, Environmental Permitting and Surveying Services

NOTICE OF FORECLOSURE SALE
Pursuant to a power of sale contained in a certain mortgage deed given by **DAVID THOMAS AND TRUDY THOMAS** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** AS NOMINEE FOR **DECISION ONE MORTGAGE COMPANY, LLC**, its successors and assigns, as lender, dated January 6, 2006, recorded in the Stratford County Registry of Deeds at Book 3317 Page 0684, assigned to **THE BANK OF NEW YORK MELLON**, formerly known as **THE BANK OF NEW YORK** NOT IN ITS INDIVIDUAL CAPACITY BUT SOCIALLY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF THE CWMBS INC. ASSET-BACKED CERTIFICATES, SERIES 2006-BC3, by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power of mortgage contained in said mortgage deed, the premises described in said mortgage deed, 7 Logan Street in Rochester, Stratford, County, New Hampshire, at

PUBLIC AUCTION

on October 7, 2011, at 2:00 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 mortgage(s)

Public Notices
They're how you know! Public Notices help citizens to stay alert to what is happening in the community.

59483 Adjutant

NOTICE OF FORECLOSURE SALE



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

NGNH-FMO

23 September 2011

Mr.

SUBJECT: Request for Statement of Qualifications and Experience to Provide
Civil/Environmental and Surveying Services for
New Hampshire Army National Guard (NHARNG) Facilities Statewide

Dear Mr. XYZ,

Thank you for your interest to provide professional civil, environmental permitting and surveying services for The Adjutant General's Department - New Hampshire Army National Guard (NHARNG). This contract will be a two-year contract (commencing on/about January 1, 2012), at a not to exceed limit of \$500,000.00 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 reserve 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 quality 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
- Overall Suitability for the Assignment
- Quality Assurance/Quality Control Protocol
- Letter of References

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 seventy-five (75) single sided pages and should be received no later than November 1, 2011. Packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: LTC David Mikolaities, P.E.), 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: LTC David Mikolaities, P.E.), 1 Minuteman Way, Concord, NH 03301-5607, phone (603) 227-1464 or via email at david.mikolaities@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

**Adjutant General's Department
 Evaluator Qualification Rating Checklist
 Civil/Environmental Engineering & Surveying Services**

New Hampshire Adjutant General's Department will evaluate the qualification of potential consultants for Civil, Environmental and Surveying Services based on the following criteria. Each Company will be evaluated by four personnel, with a minimum of two personnel from the Adjutant General's Department. A composite of the four 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 points.

- 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 points.

- 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 points.

- 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 points.

<u>Rating</u>

- 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. 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 points.
- 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 points.
- 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 points.
- 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 points.

<u>Rating</u>

Comments:

Total Rating

**Adjutant General's Department
 Evaluator Oral Presentation Rating Checklist
 Civil/Environmental Engineering & Surveying Services**

New Hampshire Adjutant General's Department will evaluate the qualification of potential consultants through an onsite oral presentation for Civil, Environmental Permitting and Surveying Services based on the following criteria. Each Company will be evaluated by four personnel, with a minimum of two personnel from the Adjutant General's Department. A composite of the four 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 points.

- 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 points.

- 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 points.

- 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 points.

<u>Rating</u>

- 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. 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 points.
- 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 points.
- 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 points.

<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
Civil/Environmental Engineering & Surveying 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 organization 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. His most recent experience includes serving as 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 projects.

ZB – Bachelor and Masters of Science in Environmental management. Has served 17 years as environmentalist with NHARNG; 10 years in the role of Environmental Program Manager. Experience reviewing qualification packages for other NHARNG Environmental Services Contracts.

ES - Associates of Science Degree in Civil Engineering from UNH with over 25 years of engineering experience in both the private sector and State. His work experience includes; plumbing, electrical, steel and sitework construction. He learned to estimate, survey and install, septic systems, foundations and driveways. He has worked with several types of Computer Aided Design and Drafting software to develop complete sets of manufacture to construction plans for Structures Unlimited, Inc. an affiliate of Kalwall Corporation. He has the following Department of Transportation (DOT) experience: planning, preliminary & final design, pavement markings, signs, signals, land titles, survey, construction administration, and engineering audit. While at the DOT he became proficient with Micro Station, ESRI ArcGIS, SignCAD, and Trimble GPS software. Currently he works as a Master Planner planning and programming military construction, real property and Army stationing.

EPLS

Excluded Parties List System

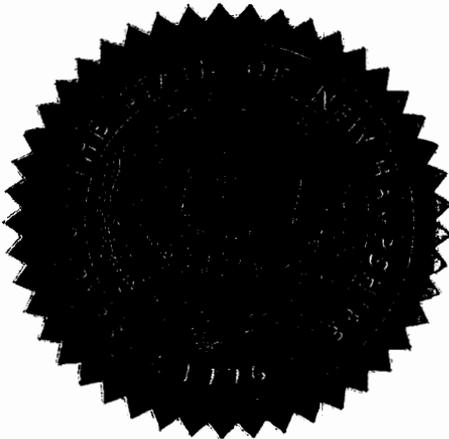
**Search Results Excluded By
Firm, Entity, or Vessel : Jacobs Engineering
as of 25-May-2012 2:33 PM EDT**

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 JACOBS ENGINEERING GROUP INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 30, 1996. 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 10th day of May, A.D. 2013

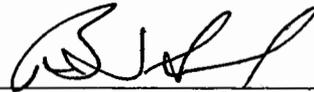
A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Scher, do hereby certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that John F. Giudici is the New England Regional Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, the contract renewal amendment for the Civil/Engineering Environmental & Surveying Services Contract with the State of New Hampshire Adjutant General's Department and Jacobs Engineering Group Inc. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 8th day of May 2013.



Brian Scher
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2013

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 LIC #0437153 Marsh Risk & Insurance Services CIRT's Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	1-212-948-1306 CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED Jacobs Engineering Group Inc. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101	INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO NAIC # 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 33916631

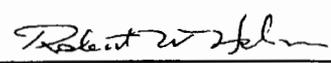
REVISION NUMBER:

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 SUBR INSR 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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDO G25529030	07/01/13	07/01/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SCF C47318798 (WI) WCU C4731883A (LA, OH, TX) WLR C47318786 (AOS)	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OFFICE LOCATION: Boston, MA. CONTRACT MGR: Michael Perry. RE: Civil/Engineering Environmental & Surveying Services Contract. SECTOR: Public. *\$2,000,000 SIR FOR STATES OF: LA, OH, TX. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire - Adjutant General's Department 1000000000 Way Concord, NH 03301-5607 USA	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 
---	--

 Cert Renewal
 ACORD 25 (2009/09)
 33916631

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

05/31/2013

NAME OF INSURED: Jacobs Engineering Group Inc.

CANCELLATION - NOTICE TO ADDITIONAL INTERESTS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 280
Policy Symbol HDO	Policy Number G25529030	Policy Period 07/01/2012 to 07/01/2013	Effective Date of Endorsement 05/08/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

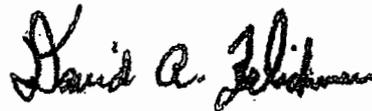
**Commercial General Liability Coverage Form
Excess Commercial General Liability Policy**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 10 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule:

Name: State of New Hampshire - Adjutant General's Department
Address: 1 Minuteman Way, Concord, NH 03301-5607

Name:
Address:



Authorized Agent

**JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE**

57 Regional Drive
Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers
Architects
Land Surveyors
Professional Geologists
Foresters
Real Estate Appraisers
Manufactured Housing Installers

Louise Lavertu • Executive Director

Natural Scientists
Landscape Architects
Court Reporters
Home Inspectors
Accountancy
Manufactured Housing Parks



Tuesday, November 20, 2012

JACOBS ENGINEERING GROUP INC
1111 S ARROYO PKY
PASADENA CA 91105-

CERTIFICATE

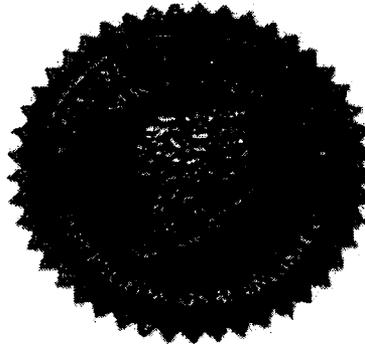
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2013** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00925



JACOBS ENGINEERING GROUP INC.
DUNS: 832075555 CAGE Code: 5QFB3
Status: Active

55 OLD BEDFORD RD
LINCOLN, MA, 01773-1125 ,
UNITED STATES

Entity Overview

Entity Information

Name: JACOBS ENGINEERING GROUP INC.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 07/19/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640

WWW4

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

