

BR

32D



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

October 25, 2021

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

REQUESTED ACTION

Pursuant to RSA 21-I:22, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract with the SE Group (VC #380772), Burlington, VT in the amount of \$496,959 for Phase 1 Feasibility Study of a Two-Phase Design Project to Expand New Hampshire State Park Campgrounds at Six Sites effective upon Governor and Council approval for the period November 12, 2021 through October 12, 2022. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2022 and 2023 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

03-035-035-351510-24670000, ARPA DNCR Capital Project Fund

	<u>FY 2022</u>	<u>FY 2023</u>
103-502664-00FRF6020PH3501 CRF14 – Contracts for Op. Services	\$350,000	\$149,959

EXPLANATION

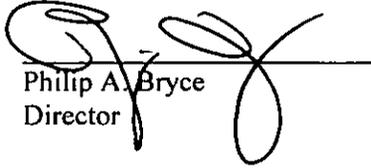
This contract provides multi-disciplinary design services to study the feasibility of expanding New Hampshire state parks campgrounds at six sites: Crawford Notch, Jericho Mountain, Mollidgewock, Pawtuckaway, Bear Brook Bear Hill Camp, and Bear Brook Catamount Pond Area. It is phase 1 of a two-phase design project for which the consultant was selected by means of a qualifications-based consultant selection procedure. The requirements in the RFQ for the consultant selection process included provisions that the consultant would be retained for both phases of the design project and would have to be capable of carrying out both phases of the project. A separate contract will be issued to SE Group for phase 2, design of New Hampshire state park campgrounds expansion, the scope of work for which will be determined by the results of this Phase 1 feasibility study.

The qualification-based consultant selection procedure was conducted as follows: On July 20, 2021, a Request for Statements of Qualifications was advertised on the State Purchasing Office website, the Division of Parks and Recreation website and on the websites of the following construction services organizations: Construction Summary of New Hampshire, Inc., Alpha Graphics, Dodge Data and Analytics, Signature Press & Blueprinting, and Works in Progress. Statements of Qualifications were due on August 25, 2021. Five firms submitted qualifications. After reviewing the Statements of Qualifications, the selection committee chose three firms to be interviewed. The interviews were

conducted on September 14th where the selection committee ranked the candidate firms and the SE Group was selected as the preferred candidate. Fee negotiations were then conducted with SE Group and an agreement was reached based on a fee proposal dated October 8, 2021. That proposal is the basis of this contract and is appended to it.

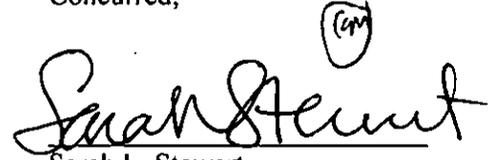
The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,



Philip A. Bryce
Director

Concurred,



Sarah L. Stewart
Commissioner

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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



8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

NEW HAMPSHIRE STATE PARKS
CAMPGROUNDS EXPANSION PROJECT
Project No. ARP 2130

EXHIBIT A

SPECIAL PROVISIONS:

There are no special provisions to this contract

EXHIBIT B

SCOPE OF SERVICES:

The scope of services of this contract is the completion of the Phase 1, feasibility study, of the two-phase design project "NH State Park Campgrounds Expansion." The project will study six sites: Dry River Campground at Crawford Notch State Park, Jericho Mountain State Park, Mollidgewock State Park Campground, Big Island Campground at Pawtuckaway State park, Bear Hill Camp at Bear Brook State Park, and Catamount Pond area at Bear Brook State Park. The services to be provided will be as enumerated in the proposal from SE Group, "NH Campgrounds Expansion Project, Phase 1 Feasibility Proposal – Revised" dated October 8, 2021 which is appended to this contract.

EXHIBIT C

CONTRACT PRICE:

The total contract shall not exceed \$496, 959

METHOD OF PAYMENT:

Professional fees for this feasibility study will be billed monthly on a lump sum, percent-complete basis broken down by tasks as per the table included in the SE Group's proposal dated October 8, 2021. DNCR's designated project manager must concur with the percentage of completion estimates as a condition of payment for each monthly invoice.

TERM:

This contract shall commence upon approval of the Governor and Executive Council. The completion date is October 12, 2022.

Contractor Initials

KS
Date 10/15/21



October 8, 2021

Tom Mansfield, Department Architect
NH Division of Parks and Recreation
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301
Transmitted via email: Thomas.c.mansfield@dncr.nh.gov

Re: NH Campground Expansion Project, Phase I Feasibility Proposal - REVISED

Dear Tom:

This proposal outlines the scope, schedule, and fee for the NH Campground Expansion Project, Phase I Feasibility and includes all six (6) projects; Dry River Campground at Crawford Notch State Park, Jericho Mountain State Park, Mollidgewock Campground, Pawtuckaway State Park/Big Island Campground, Bear Hill Camp at Bear Brook State Park, and Catamount Pond Area at Bear Brook State Park. This proposal is in response to the information provided in the Request for Statement of Qualifications, our interview with the selection panel, and subsequent conversations where we have discussed overall approach and scoping for each park.

The basic requirements of the scope we will deliver for the feasibility are outlined below. Items removed from the Phase I scope are identified with a ~~strike through~~.

- Assess opportunities for expansion of recreational opportunities in each of the subject parks.
- Identify restrictions in force at each site including ~~wetlands protection regulations~~, shoreline protection setbacks, alteration of terrain regulations, ~~rights of way and easements~~, limitations involved in providing electrical, water and sewage disposal utilities, historic easements and preservation concerns, and possible abutter concerns.
- Assist with meeting the requirements of Section 106 of the National Historic Preservation Act. Perform Historic District Area Surveys and archaeological surveys. Establish APEs (Area of Potential Effects). The consulting team should include cultural resources management specialists who are 36 CFR 61 qualified. Archaeologists must be listed on the NH Division of Historical Resources' Archaeological Consultants list as qualified to conduct archaeological investigations on both pre- and post-contact sites (Archaeology, New Hampshire Division of Historical Resources)
- ~~Produce surveyed site plans of the areas under consideration for development in each park~~
- Present design options for various approaches to campground expansion and enhancement of recreational opportunities in each park.
- Provide cost estimates to assist in the evaluation of options
- Present proposed designs to DNCR ~~and at public information meetings~~.

Our process and deliverables will fulfill these requirements – ultimately presenting a summary of the feasibility for each park and an executive summary that captures the overall project feasibility including costs.

For each project, our team will address site planning and design, recreation opportunities, infrastructure/utilities, architecture/building design, ~~natural resource evaluation (wetlands/wildlife)~~, and cultural resource evaluation (archaeology and historic). ~~Per the scoping requirements, we will also deliver a site survey for the area of study for each park.~~

Below is a list of consultant team members:

- SE Group
- Horizons Engineering
- Samyn D'Elia Architects
- Monadnock Archaeology
- Preservation Company – work focuses on four (4) parks only, Dry River Campground, Pawtuckaway Campground, Bear Hill, and Catamount Pond.

We very much look forward to working with you and the New Hampshire Division of Parks and Recreation (NHDP) on this project. Please contact us if you have questions or would like to review and/or revise any component of our submission.

Let's go camping!

Sincerely,



Adam Portz
Director of Design



Kent Sharp
President

SCOPE OF WORK

This following scope of work outlines the process for completing Phase I Feasibility for the six state park campgrounds. The scope of work summarizes key task, meetings, and deliverables.

The scope of work will be completed by focusing the parks in two groups, the northern parks and the southern parks. We believe this will allow our team and yours to manage and digest the information throughout the process in a staggered fashion rather than all at once. This of course, is weather dependent – as getting boots on the ground and seeing each park is dependent on snow fall. We will be flexible and adjust as needed to keep the project on schedule and working toward the end goal.

1. GETTING STARTED

The project will begin with an overall kick off to bring the team together and review the general approach, schedule of tasks, meeting cadence, and the outstanding information needed for the team to begin work.

We will spend time reviewing the mission, vision, and brand information for NH State Parks to better understand the foundation for the planning and feasibility work ahead. And we will continue to ask questions and listen to understand the overall project.

Deliverables: Meeting Notes, Project Schedule

2. PARK FEASIBILITY PROJECTS (NORTHERN PARKS AND SOUTHERN PARKS)

A. Park Kick Off Meetings

We will host a video call to ask questions and listen to gather information on the parks; the history, character, needs, market, amenities, opportunities, and challenges. We will gather this data to understand the context and story of each park and what differentiates it within the region. This will serve as a guide for understanding the existing campground, expansion opportunities, recreational amenities, and infrastructure needs.

We will assemble preliminary mapping to serve as a first step in evaluating the projects for the site visits and preliminary design options. This mapping will be comprised of state lidar information, GIS data available from the State, and maps provided by NHDPR (PDF and digital).

Deliverables: Meeting Notes, Preliminary Base Mapping

B. Site Visits and Preliminary Design Concepts

Visiting each park is critical to our process. Boots on the ground delivers an understanding of the site, place, and relationships of park elements that is key to making informed decisions - both design and technical. A connection with the landscape, park, and operations team

provides an understanding of the recreational opportunities in the park, the natural and cultural resources, the infrastructure and buildings, and a necessary starting point to develop concept and design options. We will visit the northern parks in a two-day span followed by the southern parks in a two-day span – and document our findings in a summary. We will host a site visit review call with NHDPR to talk about the key take-aways from the site visit.

Next, we will develop preliminary design concepts (assume 2-3 options per park) that will provide a variety of solutions for the opportunities and challenges of each site – including campsites, infrastructure, buildings, trails, and/or recreation opportunities. The preliminary concepts will focus on the program outline in the RFQ and subsequent conversations from the site visits.

The preliminary design concepts will be presented to NHDPR at in-person meetings. The goal of the meeting is to come away with a preferred option for each park.

Deliverables: Meeting Notes, Site Visit Summary, Preliminary Design Concepts including site design concepts, building design concepts, and infrastructure narratives/needs assessments.

C. Cultural Resource Assessment

Documenting cultural resources is critical to understanding feasibility. Based upon the preferred preliminary design concept and the area of focus for each park project, our team will assess each park to gather field information for cultural resources. The ultimate timing and schedule to gather this information depends on identifying the area of focus and weather/season conditions for optimal data gathering.

This information will inform the next steps of the project and how the ultimate design should respond to align and celebrate these resources. It is our understanding, NHDPR will submit Project Review for each park project and provide that information to the team. This scope of work does not include updating or re-submitting Historic District Surveys.

Deliverables: Cultural resource documentation and summaries

D. Campground Expansion Concept

We will refine the preliminary concepts based on feedback to deliver a preferred design concept. The resulting concept will include site, buildings, and infrastructure. The Campground Expansion Concept will serve as the basis for the feasibility study including cost summary, list of permitting, critical path items to move toward construction.

Deliverables: Campground Expansion Concepts

3. FEASIBILITY SUMMARY AND CONCLUSIONS

The conclusions of feasibility rest on several factors; fulfilling needs, project costs, permitting, constructability, and/or prioritization. Our team will prepare an executive summary and overall implementation matrix to assist in investment decision making and review with the NHDPR.

We will review the conclusions with NHDPR and prepare for presentation to the funding committee.

Deliverables: Executive Summary, Implementation Matrix, Feasibility Summary

4. MEETINGS AND PRESENTATIONS

This is a complex project that will require on-going communication between the consultant team, NHDPR, and ultimately the public. We have assumed the following meetings and presentations for the scope of work:

Monthly Meetings with DNCR

- Seven (7) video call meetings, assume 2 hours each
- Five (5) in-person meetings, assume 6 hours each

Presentations

- One (1) Presentation to Funding Committee

SCHEDULE

The following schedule is a framework for completing the project. We understand there will be adjustments along the way. We will routinely manage and update a project schedule as we progress to ensure we are tracking toward the end deliverable goal of October 2022.

TASK	Durations	Calendar
1. GETTING STARTED	2 WEEKS	NOV
2. PARK FEASIBILITY		
A. KICK OFF	2 WEEKS	NOV
B. SITE VISIT AND PRELIMINARY CONCEPTS	20 WEEKS	NOV-MAR
C. CULTURAL RESOURCE DOCUMENTATION	4-6 WEEKS	NOV-DEC
D. CAMPGROUND EXPANSION CONCEPTS	12 WEEKS	APR-JUNE
3. FEASIBILITY SUMMARY + CONCLUSIONS	4 WEEKS	JULY
4. MEETINGS AND PRESENTATIONS		

- Overnight accommodations (if required) must be provided in venues with defined sanitation policies, contactless room access, and individual room HVAC/fresh air access.

Additionally, SE Group reserves the ability to alter project timelines due to workflow and staffing capacity constraints that may occur due to direct and/or indirect COVID-19 impacts, including but not limited to; sickness, inability to travel due to associated risks, and child-care/school constraints. SE Group respects the fact that these extenuating circumstances may exist beyond SE Group to the broader project team, which also may affect the schedule. Should an adjustment to the project timeline be necessary, the changes will be clearly presented to the client and an agreed upon adjusted timeline will be established.

We very much look forward to working with you and the NHDPR on this exciting project.

Sincerely,
Sno-engineering, Inc. (d/b/a SE Group)

Handwritten signature of Adam M Portz in black ink.

Adam M Portz
Director of Design

Handwritten signature of Kent Sharp in black ink.

Kent Sharp
President

CONSULTANT TEAM HOURLY RATES

SE Group

Director	\$160
Senior Landscape Architect	\$135
Senior Recreation Planner	\$140
Landscape Architect	\$105
Staff Planner	\$85

Horizons Engineering

Principal Engineer	\$179
Senior Project Manager	\$184
Project Engineer III	\$113
Survey Manager	\$123
Survey Tech II	\$87

Samyn D'elia Architects

Principal Architect	\$195
Project Architect	\$145
Architectural Designer	\$120

Monadnock Archeology

Project Archeologist	\$50
Principal Investigator	\$82

Preservation Company

Principal	\$109
Project Manager	\$98
Arch Historian	\$87

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 SE GROUP is a New Hampshire Trade Name registered to transact business in New Hampshire on July 02, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 580588

Certificate Number : 0005454131



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2021.

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

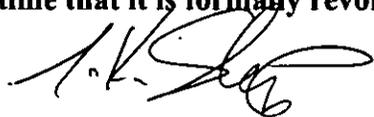
William M. Gardner
Secretary of State

Corporate Resolution

I, J. Kent Sharp, hereby certify that I am duly elected President and Officer
(Name)
of Sno.engineering, Inc. I hereby certify the following is true of a vote taken at a
meeting of the Board of Directors/shareholders duly called and held on October 11, 2021, at
which a quorum of the directors/shareholders were present and voting.

Voted: That J. Kent Sharp, President is duly authorized to enter into contracts on behalf
of Sno.engineering, Inc. a corporation with the, State of New Hampshire and further is
authorized to execute any documents which may in his judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and affect as the October 11, 2021. I further certify that it is understood the State of New
Hampshire will rely on this certificate as evidence the person listed above currently occupies the
position indicated and that they have full authority to bind the corporation to the specific contract
indicated. This authority **shall remain valid until such time that it is formally revoked by
subsequent resolution.**

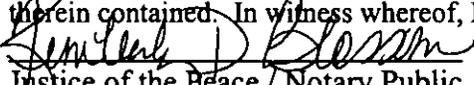


DATED: October 14, 2021

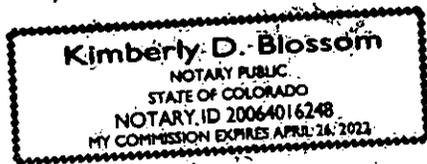
ATTEST: J. Kent Sharp, President
(Name & Title)

STATE OF Colorado
COUNTY OF Mesa

On the 14 day of 10/2021 before me Kimberly D Blossom, the undersigned officer
personally appeared J Kent Sharp, known to me or satisfactorily proven to be the person whose
name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes
therein contained. In witness whereof, I hereunto set me hand and official seal:


Justice of the Peace / Notary Public

My Commission Expires: Apr 26, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2021

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

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Moody Insurance Agency PHONE (A/C No, Ext): (303) 824-6600 FAX (A/C, No): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: Ohio Casualty Insurance Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:
INSURED Sno-Engineering, Inc. DBA: SE Group P.O. Box 2729 323 West Main St Suite 202 Frisco CO 80443-2729	

COVERAGES **CERTIFICATE NUMBER:** 21.22 Updated Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS58821967	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BZS58821967	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58821967	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			AE212944	04/18/2021	07/01/2022	Each Claim \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

The Department of Natural and Cultural Resources 172 Pembroke Road Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Moody Insurance Agency</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Sno-Engineering, Inc, DBA: SE Group	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Insured
 General Liability
 BP79960916 – Blanket Additional Insured, Ongoing Operations when required by Written Contract
 BP14880713 - Primary and Noncontributory

Damage by Subcontractors exclusion does not apply

Waiver of Subrogation
 General Liability
 BP00030713 – Blanket Waiver of Subrogation Status When Required by Written Contract

**Please Note Hard Copies of Endorsements will not be sent vial mail. All Endorsements will only be sent electronically via email. Please send your email address to certrequest@moodylins.com for forms and future mailings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2021

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Hampshire Ins Co		23841
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 ADP TotalSource CO XXI, Inc.
 10200 Sunset Drive
 Miami, FL 33173
 ALTERNATE EMPLOYER
 SNO-Engineering, Inc DBA SE Group
 323 W. Main St Suite 201
 Frisco, CO 80443

COVERAGES

CERTIFICATE NUMBER: 3738600

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 038361529 CO	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for SNO-ENGINEERING, INC DBA SE GROUP, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. SNO-ENGINEERING, INC DBA SE GROUP is an alternate employer under this policy.

CERTIFICATE HOLDER**CANCELLATION**

The Department of Natural and Cultural Resources
 172 Pembroke Road
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

© 1988-2015 ACORD CORPORATION. All rights reserved.