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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU of TRAILS

172 Pembroke Road Concord, New Hampshire 03301
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Web: www.nhtrails.org

January 9, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into a contract with HEB Engineers, Inc. (VC #155401), of North Conway, NH in the amount of \$137,811 for Engineering and Survey Services for two snowmobile bridge abutments and approaches on Corridor 19 snowmobile trail within the White Mountain National Forest (WMNF) in Chatham, NH effective upon Governor and Council approval through December 31, 2025. 100% Federal Funds.

Funding is contingent on Fiscal Committee and Governor and Executive Council approval of an accept and expend request for \$50,000 on January 27, 2023 Fiscal Committee meeting and included on this agenda.

03-035-035-351510-32570000 - Great American Outdoor Act,

103-500257 – Contracts for Op Services

FY2023

\$137,811

EXPLANATION

HEB Engineers will create site-specific engineered designs for each of the bridge abutments and part of Corridor 19 a designated snowmobile trail on McDonough Brook Road in Chatham, NH that approaches both bridges. (See Map attached). The firm will perform site specific engineering services according to the United States Forest Service’s (USFS) specifications.

A Request for Qualifications (RFQ) was posted publicly from February 9, 2022, until March 2, 2022. Two firms supplied qualification statements. Both firms were interviewed with a diverse scoring committee on July 6, 2022. Based upon the qualification statements and interviews, HEB Engineers was selected as the most qualified firm.

The Great American Outdoors Act (GAOA) is a federal investment into protection and sustainment of public lands. The GAOA is specifically to address the backlog of maintenance to national parks, forests, wildlife refuges and other public lands. The White Mountain National Forest has partnered with DNCR via a Challenge Cost Share Agreement to address two bridges identified as having significant need for investment and replacement. The WMNF is using funds for this Cost Share Agreement from the Great American Outdoors Act.

Respectfully submitted,

Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation

Scoring Summary in response to RFQ TB-2201 Engineering and Survey Services for Snowmobile Bridge Abutment and Approach Designs

Name & Address of Firm	Scoring Criteria and Maximum Points								Total Scores (100 pts. max)
	Project Engineer's Experience (60 pts. max)								
	Performing Hydrology & Hydraulics studies (10 pts. max)	Performing existing conditions site survey (10 pts. max)	Performing geotechnical analysis (10 pts. max)	Performing Wetlands Delineation (10 pts. max)	Performing Abutment Design (10 pts. max)	Expertise working with federal regulations for trail bridges (10 pts. max)	Firm's Project Completion Background (20 pts. max)	References from similar Projects (20 pts. max)	
Average of all 5 evaluators scores from 1st round of scoring									
HEB Engineers Inc. 2605 White Mountain Highway, North Conway, NH 03860	9.6	9.4	7.8	7.8	8	9.6	18	19.6	89.8
GM2 Associates Inc. 197 Loudon Rd., Suite 310. Concord, NH 03301	8.8	8.8	10	9.8	9.6	8.4	17	17.2	89.6
Average of all 5 evaluators scores from 2nd round of scoring after in person interview									
HEB Engineers Inc. 2605 White Mountain Highway, North Conway, NH 03860	9.4	9.4	9	9.6	9	10	18	20	94.4
GM2 Associates Inc. 197 Loudon Rd., Suite 310. Concord, NH 03301	8.6	8.6	10	9.6	9.6	6	13.6	17.2	83.2

Evaluation Committee Members		
Name	Title	Relevant Experience
Craig Rennie	Bureau of Trails Chief	Worked at NHDES for 21 years within the Alteration of Terrain and Wetland Bureaus reviewing and evaluating engineered designs of development projects and their environmental impacts. Evaluations included detailed review of stormwater drainage hydrologic reports, stream crossings and hydraulics, stream geomorphic assessments, wetland delineations and reports, wetland impact assessments, groundwater and soil testing. Qualifications include licensed as a Certified Wetland Scientist and a Certified Wildlife Biologist.
Alexis Rudko	Bureau of Trails Deputy Chief	Familiar with federal rules and regulations regarding grant management from design to construction and closeout. Work with state and federal agencies to coordinate various administrative activities with construction and maintenance of trail related bridges and structures.
Scott Coruth	Architect	Licensed architect with 27 years of experience as a designer and project manager.
David Krause	Land Surveyor	30 Years experience as a LICENSED Land Surveyor including the preparation of existing conditions plans for similar experience
Emily Hayes	Land Surveyor Technician II	As a Land Surveyor, I am familiar with the process and what is required to perform an existing condition survey and generate data that is used for engineering purposes. I also have experience as an Engineering Technician while employed with NHDOT.

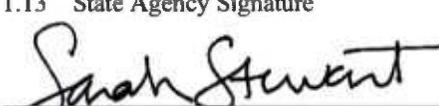
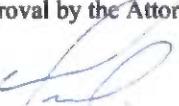
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources (DNCR)		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3 Contractor Name HEB Engineers, Inc.		1.4 Contractor Address 2605 White Mountain Highway, North Conway, NH 03860	
1.5 Contractor Phone Number (603) 356-6936	1.6 Account Number 10-351510-32570000-103	1.7 Completion Date December 31, 2025	1.8 Price Limitation \$137,811
1.9 Contracting Officer for State Agency Alexis Rudko (Trails Bureau Deputy Chief)		1.10 State Agency Telephone Number (603) 271-3254	
1.11 Contractor Signature  Date: 12/05/2022		1.12 Name and Title of Contractor Signatory Christopher Fournier, Vice President	
1.13 State Agency Signature  Date: 12/15/2022		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Mark W. Dell'Orfano, Attorney On: 12/15/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

EXHIBIT A

None.

EXHIBIT B

Scope of Work

Contractor will provide services detailed in the attached scope of services for "Engineering and survey services for snowmobile bridge abutment and approach design located in the White Mountain National Forest" dated October 7, 2022.

EXHIBIT C

Contract Price

Organization Name: HEB Engineers, Inc.
Vendor Code: 155401
Total Contract: \$137,811.00

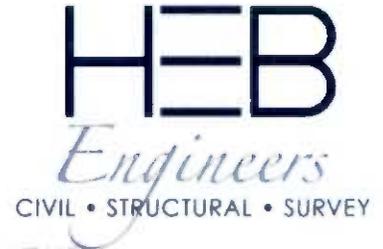
Method of Payment

Payments shall be made within 30 days after receipt of progress-based invoices and inspections by Contracting Officer.

Term of Grant

This contract, and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this grant shall run from the commencement date through December 31st 2025.

SCOPE OF SERVICES
FOR
**ENGINEERING AND SURVEY SERVICES
FOR SNOWMOBILE BRIDGE ABUTMENT
AND APPROACH DESIGN
LOCATED IN THE
WHITE MOUNTAIN NATIONAL FOREST**



Prepared for: NH Department of Natural and Cultural Resources (NHDNCR)
Division of Parks and Recreation
Bureau of Trails

October 7, 2022

Prepared by: HEB Engineers, Inc.

The purpose of the work is to provide professional services for snowmobile bridge abutment and approach designs.

Project Understanding:

- NHDNCR and the USFS WMNF have a cost sharing agreement for the design and construction of the snowmobile bridges, where the NHDNCR will administer all aspects, with USFS providing technical reviews and approvals of the project deliverables.
- The project intent is to design replacement bridges that span upland-to-upland and/or meet NHDES Stream Crossing Guidelines. USFS is expected to enforce the requirement for the bridges to pass the 100-year storm event with three feet of freeboard.
- NHDNCR intends to procure the bridge superstructures separately from the on-site construction of the abutments and approaches. NHDNCR will administer bidding for the procurement. NHDNCR will also administer bidding for the on-site construction of the two bridges under one contract.
- USFS is responsible for compliance with NEPA, including all archaeological and historic resource efforts.
- Project plan deliverables will be prepared on USFS title block (22"x34" size). Technical specifications will be based off FP-14 with USFS special provisions.
- The original intent was for the bridges to be designed as vehicular bridges. USFS has modified their requirements to allow these to be designed as snowmobile bridges founded on precast concrete block foundations.

Predesign: HEB Phase 001

The purpose of this phase is to gain the background data necessary to proceed with the following phases of the project. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex A., Consultant's Responsibilities; Ex. C, Item B and C]
- Coordinate with a NH Certified Wetland Scientist (CWS) subconsultant to delineate the project area and prepare a *Wetland Delineation Report*. [Ex. B, Item D.a]
- Perform field survey and *Existing-Features Plan* preparation at 1"=20' scale with 2-foot contours. Stream gradient and cross-section data will also be collected for hydraulic analysis. Survey will be tied to NAD83 horizontal datum and NAVD88 vertical datum. The limits of the survey will be 200 feet up and downstream and 100 feet along the trail, in each direction from the crossing. Set minimum of one permanent benchmark and provide temporary benchmarks and control points for construction. [Ex. B, Item B.a]
- Perform site visit to characterize the channel geomorphology. [Ex. B, Item A]

HEB Engineers, Inc. • www.hebengineers.com

New Hampshire: Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860
Maine: Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

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12/05/22

- Perform hydrologic, hydraulic, and scour analysis of the channel near the crossing using HEC-RAS. [Ex. B, Item A]
- Prepare a *Hydrologic/Hydraulic (H/H) Report* including the results of the hydrologic, hydraulic, and scour analyses, determination of crossing design criteria, and crossing hydraulic recommendations. [Ex. B, Item A]
- Prepare special provision of the technical specifications for the bridge superstructures for use by NHDNCR in the procurement process. [Ex. B, Item J.e]

Deliverables will be: Existing-Features Plan, Wetland Delineation Report, H/H Report, and Bridge Superstructure Special Provision.

Number of meetings attended will be: None anticipated.

Number of site visits will be: Three (3) for survey and one (1) for geomorphological characterization.

Preliminary Design: HEB Phase 002

The purpose of this phase is to prepare preliminary design documents. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex A., Consultant's Responsibilities; Ex. C, Item B and C]
- Develop Preliminary Design to accommodate the selected bridge superstructure and precast concrete block substructure. [Ex. B, Item F.a.ii and G]
- Develop *Engineer's Opinion of Probable Cost* (estimate). [Ex. B, Item F.a.ii and H.a]
- Produce draft *Preliminary Design Plans* (30%) and an *Engineer's Opinion of Probable Cost (Preliminary PS&E)*. [Ex. B, Item F.a.ii, G, and H]
- Attend meeting to review the draft *Preliminary PS&E*. [Ex. B, Item F.a.ii, G, and H]

Deliverables will be: Draft Preliminary PS&E.

Number of meetings attended will be: One (1) meeting to review Preliminary PS&E.

Number of site visits will be: None anticipated.

Permitting: HEB Phase 003

The purpose of this phase is to apply for permits needed to proceed with the proposed bridge replacements. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex A., Consultant's Responsibilities; Ex. C, Item B and C]
- Conduct and attend, on-site, pre-application meeting with NHDES. [Ex. B, Item D.b and E]
- Update *Hydrologic/Hydraulic Assessment Report* based on the Preliminary Design. [Ex. B, Item A]
- Prepare *Wetlands Plans* required for permit applications. [Ex. B, Item D.b and E]
- Coordinate with the NH CWS subconsultant to prepare the *Wetlands Functions & Values Assessment*. [Ex. B, Item D.a]

- Submit *NHDES Wetlands Permit Application* and supply required supporting information. [Ex. B, Item D.b and E]
- Produce one round of revisions based on *NHDES Request for More Information (RFMI)*. [Ex. B, Item D.b and E]
- Respond to *NHDES RFMI* and submit revised documents. [Ex. B, Item D.b and E]
- Coordinate with the US Army Corps of Engineers (USACE) regarding compliance with the *State of New Hampshire General Permit*. [Ex. B, Item E]

Deliverables will be: Updated Hydrologic/Hydraulic Assessment Report, Wetlands Plans, and NHDES Wetlands Permit Application and associated documents

Number of meetings attended will be: Pre-application Meeting with NHDES.

Number of site visits will be: None anticipated.

Pre-Final Design: HEB Phase 004

The purpose of this phase is to prepare pre-final design documents. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex. A., Consultant's Responsibilities; Ex. C, Item B and C]
- Attend meeting to discuss final Preliminary PS&E. [Ex. B, Item F.a.ii and G]
- Develop Final Design based on comments received during the Preliminary Design and Permitting phases. [Ex. B, Item F.a.ii and G]
- Prepare project technical specifications. [Ex. B, Item H.b]
- Develop final *Engineer's Opinion of Probable Cost* (estimate). [Ex. B, Item F.a.ii and H.a]
- Produce draft *Final Design Plans* (95%), *Project Specifications*, and an *Engineer's Opinion of Probable Cost (Draft Final PS&E)* and submit *Draft Final PS&E* for review and approval. [Ex. B, Item F.a.ii, G, and H]

Deliverables will be: Draft Final PS&E.

Number of meetings attended will be: One (1) meeting to discuss final Preliminary PS&E.

Number of site visits will be: None anticipated.

Final Design: HEB Phase 005

The purpose of this phase is to finalize the documents needed to bid and construct the project. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex. A., Consultant's Responsibilities; Ex. C, Item B and C]
- Attend meeting to discuss draft *Final PS&E*. [Ex. B, Item F.a.iii and G]
- Revise *Final PS&E* based on comments received. [Ex. B, Item F.a.iii, G, and H]
- Submit *Final PS&E* (100%) for review and approval. [Ex. B, Item F.a.iii, G, and H]

HEB Engineers, Inc. • www.hebengineers.com

New Hampshire: Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860
Maine: Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

Deliverables will be: Final PS&E.

Number of meetings attended will be: One (1) meeting to discuss draft Final PS&E.

Number of site visits will be: None anticipated.

Bidding: HEB Phase 006

The purpose of this phase is to advertise for contractor's bids and coordinate the bid award. HEB will provide the following services for the project during this phase:

- Provide project management services including: telephone and email correspondence, management of project costs and schedule, and preparation of monthly invoices and project status reports. [Ex A., Consultant's Responsibilities; Ex. C, Item B and C]
- Provide bid table and technical specifications for NHDNCR to incorporate with bidding and contract documents into the Project Manual. [Ex. B, Item H]

Deliverables will be: Bid Table and Technical Specifications; technical information for Addendum.

Number of meetings attended will be: None anticipated.

Number of site visits will be: None anticipated.

Closeout: HEB Phase 007

The purpose of this phase is to perform a site visit and prepare a final load rating analysis (calculation) demonstrating the load capacity of the new bridge. HEB will provide the following services for the project during this phase:

- Conduct a final walkthrough with NHDNCR staff and the Contractor. [Ex. B, Item I]
- Prepare a load rating, for each bridge, utilizing the USFS Bridge Load Rating form. [Ex. B, Item J.c]

Deliverables will be: USFS Bridge Load Rating forms.

Number of meetings attended will be: None anticipated.

Number of site visits will be: One (1) final walkthrough.

Assumptions:

- It is understood that adjustments to the schedule, site visits, scope, and fee of this Agreement may become necessary as a result of future developments in the ongoing COVID-19 pandemic and that the parties' remedies, as outlined in Delays and Public Responsibilities sections of the General Provisions, apply to the current pandemic.
- Field survey and wetland delineation will be completed without snow cover.
- Right-of-way determination and easements are unnecessary and not included in this Scope of Services.
- There are no existing or proposed utilities at the site.
- USFS will provide historical documentation for use in NHDES and USACE wetlands permitting.
- The proposed project will not require compensatory mitigation as a result of jurisdictional wetlands impacts.
- Client will coordinate relevant signatures on permitting documents and will provide required checks for NHDES permit applications.

- No adverse impacts to State or Federally-listed threatened or endangered species will occur. No extensive USFWS or NHF&G coordination will be required.
- USFS will advise NHDNCR regarding environmental commitments from the NEPA process to be incorporated into the construction contract documents.
- NHDNCR and USFS deliverable review will be conducted within 4 weeks.
- The assumptions of subcontractors/subconsultants are also HEB's assumptions.

Schedule: The proposed schedule for the scope of services is as follows:

Phase	Estimated Duration	Estimated Completion
<i>G&C Approval and Agreement Execution</i>		
001 Predesign	6 weeks	December 7, 2022
<i>NHDNCR and USFS Review</i>	4 weeks	January 20, 2023
002 Preliminary Design	8 weeks	February 17, 2023
<i>NHDNCR and USFS Review</i>	4 weeks	April 14, 2023
003 Permitting		May 12, 2023
<i>NHDES and USACE Review</i>	112 days	May 26, 2023
004 Pre-Final Design	8 weeks	September 15, 2023
<i>NHDNCR and USFS Review</i>	4 weeks	July 7, 2023
005 Final Design	8 weeks	August 4, 2023
<i>NHDNCR and USFS Review</i>	4 weeks	September 29, 2023
006 Bidding	8 weeks	October 27, 2023
007 Closeout	TBD	December 22, 2023
		TBD

Fee: The proposed fees for the scope of services is as follows:

Phase	Lump Sum Fees	Estimated Hourly Fees	TOTAL
001 Predesign	\$ 36,399		
002 Preliminary Design	\$ 27,088		
003 Permitting		\$ 24,639	
004 Pre-Final Design	\$ 25,596		
005 Final Design	\$ 14,626		
006 Bidding	\$ 854		
007 Closeout	\$ 8,609		
Project Fee Total	\$113,172	\$ 24,639	\$137,811

Project Management: Mr. Christopher Fournier, PE will be the principal-in-charge and project manager for this project. He will be responsible for all client liaison, attend all client meetings, direct the project team and be responsible for overall project quality. Mr. Jonathan MacDougall, PE, will be the Bridge Design Engineer for this project. Mr. Joshua McAllister, PE, CPESC, will be the Hydrologic & Hydraulic Engineer and provide approach roadway design. Mr. Seth Burnell, LLS, will be the Project Surveyor. They will be assisted by structural and civil project engineers, surveyors, technicians, and administrators as needed for the successful completion of the work.

Agreement: If this scope of work meets your requirements, please sign and return a copy of the attached letter agreement and we will consider it your authorization to proceed. This scope will be attached to it and become part of the agreement.

\\TAMWORTH\Company\Marketing\NH Proposals\NHDNCR\2022 Snowmobile Bridges - WMNF\Scope and Fee\Snowmobile Trail Bridge Scope of Services 10-07-22.docx

HEB Engineers, Inc.
 PO Box 440
 2605 White Mountain Hwy
 North Conway, NH 03860

(603) 356-6936
 (603) 356-7715 Fax
 www.hebengineers.com

Project Number:

Project Title: Corridor 19 Snowmobile Bridges

Client: NHDNCR, State Parks, Bureau of Trails

Preparer: Christopher Fournier

Date: 10/07/22

Phase & Description	Service Hours	Billing Type	Professional Services	Reimbursable Expenses	Total
PHASE 001 - PREDESIGN	305	Lump Sum	\$34,896	\$1,503	\$36,399
PHASE 002 - PRELIMINARY DESIGN	200	Lump Sum	\$27,088	\$0	\$27,088
PHASE 003 - PERMITTING	202	Time & Expense	\$23,492	\$1,147	\$24,639
PHASE 004 - PRE-FINAL DESIGN	192	Lump Sum	\$25,596	\$0	\$25,596
PHASE 005 - FINAL DESIGN	108	Lump Sum	\$14,626	\$0	\$14,626
PHASE 006 - BIDDING	6	Lump Sum	\$854	\$0	\$854
PHASE 007 - CLOSEOUT	66	Lump Sum	\$8,584	\$25	\$8,609
Estimated Total Engineering Fee					\$137,811
				Total Hours	1,079

HEB Engineers, Inc.
PROJECT COST
 Snowmobile Bridge Abutment and Approach Design
 October 7, 2022
 Prepared for: NHDNCR

PHASE 001 - PREDESIGN

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. Civil Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total
Project Management	14							4						4					6	28
Coordinate with Wetland Scientist (Delineation)	1											2							2	5
Field Survey and Exist-Features Plan Prep	2													10		108	36		4	160
Geomorphology Site Visit										6		6							2	14
H&H Analyses								4		48										52
H&H Reports	2							4		16									8	30
Prepare Bridge Superstructure Specification	2	8																	1	11
Quality Assurance	2							1											2	5
Total - Hours	23	8	0	0	0	0	0	13	0	70	0	8	0	14	0	108	36	0	25	305
Hourly Rate	\$178.00	\$142.00	\$130.00	\$118.00	\$126.00	\$116.00	\$111.00	\$176.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$96.00	\$86.00	\$81.00	\$92.00	
Direct Labor Cost	\$4,048	\$1,136	\$0	\$0	\$0	\$0	\$0	\$2,288	\$0	\$9,100	\$0	\$880	\$0	\$1,680	\$0	\$10,368	\$3,096	\$0	\$2,300	
Professional Services Total	\$34,896																	Subconsultants Detail: Wetlands		\$680
Subconsultants	\$680																	Total		\$680
10% Mark-up	\$68																	Expense Detail: Mileage		\$100
Expenses	\$755																	Equipment		\$655
Reimbursable Expenses Total	\$1,503																	Per Diem		
																		Reprographics		
																		Postage		
																		Total		\$755
PHASE 001 TOTAL	\$36,399																			

HEB Engineers, Inc.
PROJECT COST
 Snowmobile Bridge Abutment and Approach Design
 October 7, 2022
 Prepared for: NHDNCR

PHASE 002 - PRELIMINARY DESIGN

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. Civil Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total	
Project Management	12							2											4	18	
Preliminary Design	4	12	30	30				6		12										94	
Engineer's Opinion of Probable Cost	2	12		12				1		4										31	
Preliminary PS&E	4	6		18				4		4									8	44	
Review Meeting	4	4																		8	
Quality Assurance	2							1											2	5	
Total - Hours	28	34	30	60	0	0	0	14	0	20	0	0	0	0	0	0	0	0	14	200	
Hourly Rate	\$176.00	\$142.00	\$130.00	\$118.00	\$126.00	\$116.00	\$111.00	\$176.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$96.00	\$86.00	\$81.00	\$92.00		
Direct Labor Cost	\$4,928	\$4,828	\$3,900	\$7,080	\$0	\$0	\$0	\$2,464	\$0	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,288	
Professional Services Total	\$27,088																				
Subconsultants	\$0																				
10% Mark-up	\$0																				
Expenses	\$0																				
Reimbursable Expenses Total	\$0																				
																	Subconsultants Detail:				
																	Total				\$0
																	Expense Detail:				
																	Mileage				
																	Equipment				
																	Per Diem				
																	Reprographics				
																	Postage				
																	Total				\$0
PHASE 002 TOTAL	\$27,088																				

PHASE 003 - PERMITTING

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. CMI Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total
Project Management	12																		8	18
NHDES Pre-Application Meeting	4											6							2	12
Update H&H Analysis/Report	1							2		8									2	13
Permitting Plans	2	4		24								12							2	44
Coordinate with Wetland Scientist (F&V)	1											4							2	7
NHDES Wetland Permit Application	2	4										24							48	78
Wetland Permit Application RFMI Response	1	2										8							8	19
USACE Review Coordination	1											4							1	6
Quality Assurance	2							1											2	5
Total - Hours	28	10	0	24	0	0	0	3	0	8	0	58	0	0	0	0	0	0	73	202
Hourly Rate	\$178.00	\$142.00	\$130.00	\$118.00	\$128.00	\$118.00	\$111.00	\$178.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$98.00	\$88.00	\$81.00	\$92.00	
Direct Labor Cost	\$4,576	\$1,420	\$0	\$2,832	\$0	\$0	\$0	\$528	\$0	\$1,040	\$0	\$6,380	\$0	\$0	\$0	\$0	\$0	\$0	\$8,716	
Professional Services Total	\$23,492																			
Subconsultants	\$1,020																			
10% Mark-up	\$102																			
Expenses	\$25																			
Reimbursable Expenses Total	\$1,147																			
PHASE 003 TOTAL	\$24,639																			

Subconsultants Detail: Wetlands \$1,020

Total \$1,020

Expense Detail: Mileage \$25

Equipment

Per Diem

Reprographics

Postage

Total \$25

HEB Engineers, Inc.
PROJECT COST
 Snowmobile Bridge Abutment and Approach Design
 October 7, 2022
 Prepared for: NHDNCR

PHASE 004 - PRE-FINAL DESIGN

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. Civil Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total
Project Management	14							1											6	21
Preliminary PS&E Review Meeting	4	4																		8
Pre-Final Design	4	9	23	23				5		9										73
Technical Specifications	2	8						1		2		2							8	23
Engineer's Opinion of Probable Cost	2	6		6				1		2										17
Pre-Final PS&E	4	5		14				3		3										16
Quality Assurance	2							1											2	5
Total - Hours	32	32	23	43	0	0	0	12	0	16	0	2	0	0	0	0	0	0	32	192
Hourly Rate	\$176.00	\$142.00	\$130.00	\$118.00	\$126.00	\$116.00	\$111.00	\$176.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$96.00	\$86.00	\$81.00	\$92.00	
Direct Labor Cost	\$5,632	\$4,544	\$2,990	\$5,074	\$0	\$0	\$0	\$2,112	\$0	\$2,080	\$0	\$220	\$0	\$0	\$0	\$0	\$0	\$0	\$2,944	
Professional Services Total	\$25,596																			
Subconsultants Detail:																				
Subconsultants	\$0																			
10% Mark-up	\$0																			
Expenses	\$0																			
Reimbursable Expenses Total	\$0																			
Expense Detail:																				
Mileage																				
Equipment																				
Per Diem																				
Reprographics																				
Postage																				
Total																				
\$0																				
PHASE 004 TOTAL	\$25,596																			

HEB Engineers, Inc.
PROJECT COST
 Snowmobile Bridge Abutment and Approach Design
 October 7, 2022
 Prepared for: NHDNCR

PHASE 005 - FINAL DESIGN

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. Civil Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total
Project Management	8							1											4	13
Pre-Final PS&E Review Meeting	4	4																		8
Final Design	2	5	12	12				3		5										39
Technical Specifications	1	4						1		1		1							4	12
Engineer's Opinion of Probable Cost	1	3		3				1		1										9
Final PS&E	2	3		7				2		2									8	24
Quality Assurance	1							1											1	3
Total - Hours	19	19	12	22	0	0	0	9	0	9	0	1	0	0	0	0	0	0	17	108
Hourly Rate	\$176.00	\$142.00	\$130.00	\$118.00	\$128.00	\$116.00	\$111.00	\$176.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$96.00	\$86.00	\$81.00	\$92.00	
Direct Labor Cost	\$3,344	\$2,698	\$1,560	\$2,596	\$0	\$0	\$0	\$1,584	\$0	\$1,170	\$0	\$110	\$0	\$0	\$0	\$0	\$0	\$0	\$1,564	
Professional Services Total	\$14,626																			
Subconsultants	\$0																			
10% Mark-up	\$0																			
Expenses	\$0																			
Reimbursable Expenses Total	\$0																			
PHASE 005 TOTAL	\$14,626																			

Subconsultants Detail:

	Total	\$0
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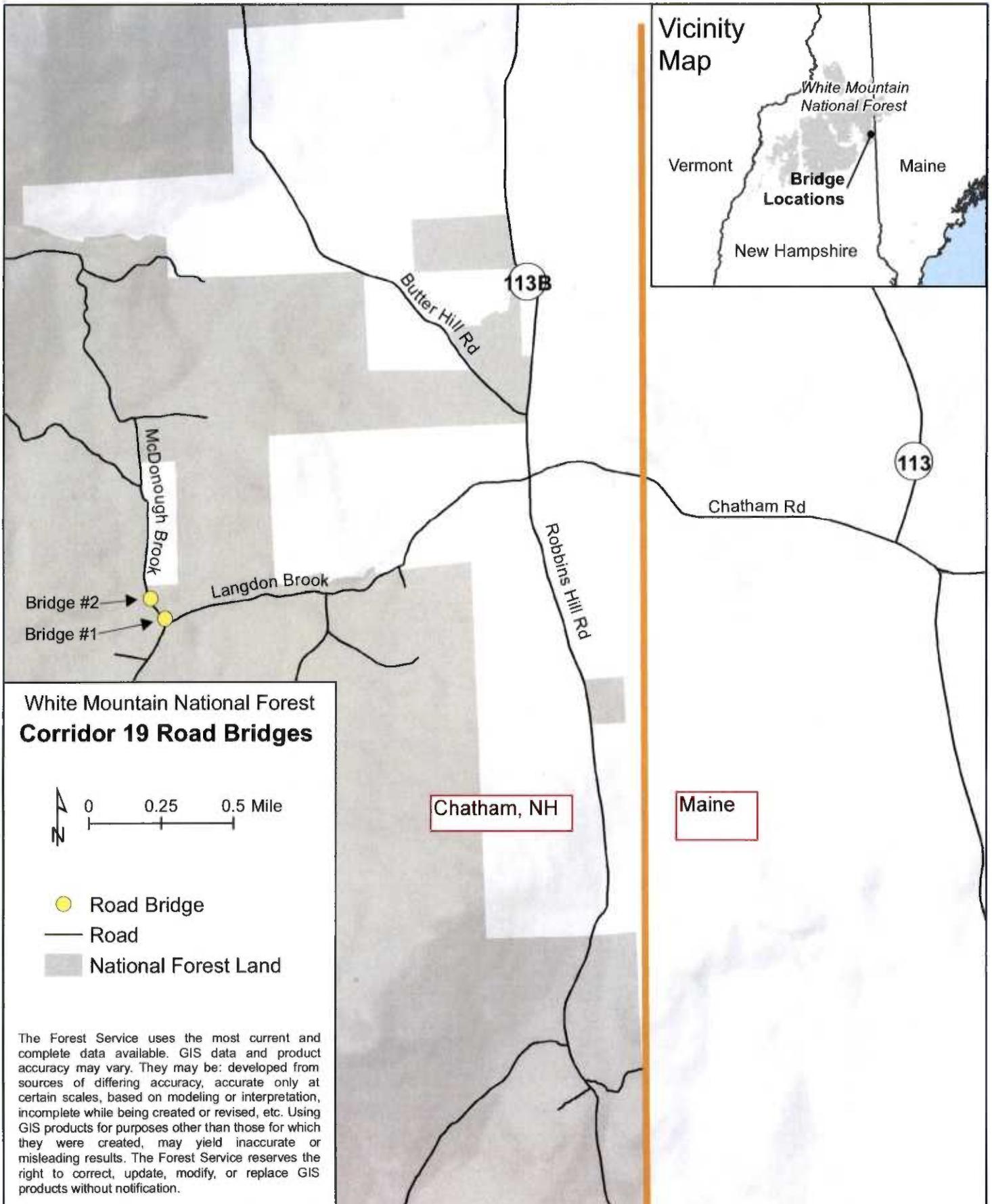
Expense Detail: Mileage
 Equipment
 Per Diem
 Reprographics
 Postage

	Total	\$0
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HEB Engineers, Inc.
PROJECT COST
Snowmobile Bridge Abutment and Approach Design
 October 7, 2022
 Prepared for: NHDNCR

PHASE 007 - CLOSEOUT

Task Description	Princ. Struct. Eng.	Senior Struct. Eng.	Staff Struct. Eng.	Junior Struct. Eng.	Asst. Project Manager	Resident Eng. II	Resident Eng. I	Princ. Civil Eng.	Senior Civil Eng.	Staff Civil Eng.	Junior Civil Eng.	Env. Specialist	CAD Tech.	Lead Surveyor	Senior Surveyor	Staff Surveyor	Junior Surveyor	Survey Tech.	Admin.	Total
Project Management	4																		2	6
Final Walkthrough	4	4										4								12
Load Rating	4	8		32															4	48
Total - Hours	12	12	0	32	0	0	0	0	0	0	0	4	0	0	0	0	0	0	6	66
Hourly Rate	\$176.00	\$142.00	\$130.00	\$118.00	\$126.00	\$116.00	\$111.00	\$176.00	\$150.00	\$130.00	\$103.00	\$110.00	\$82.00	\$120.00	\$113.00	\$96.00	\$86.00	\$81.00	\$92.00	
Direct Labor Cost	\$2,112	\$1,704	\$0	\$3,776	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440	\$0	\$0	\$0	\$0	\$0	\$0	\$552	
Professional Services Total	\$8,584																			
	Subconsultants Detail:																			
Subconsultants	\$0																			
10% Mark-up	\$0																			
Expenses	\$25																			
Reimbursable Expenses Total	\$25																			
	Expense Detail:																			
	Mileage \$25																			
	Equipment																			
	Per Diem																			
	Reprographics																			
	Postage																			
	Total \$25																			
PHASE 007 TOTAL	\$8,609																			



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEB ENGINEERS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 14, 1981. 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: 9012

Certificate Number: 0005903860



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Joshua McAllister, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of HEB Engineers, Inc.. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors, duly called and held on December 5, 20 22,
at which a quorum of the directors were present and voting.

Voted: That Christopher Fournier, Vice President (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of HEB Engineers, Inc.
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her 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 effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 5, 2022

ATTEST: 
Joshua McAllister, Vice President *(Name & Title)*

