



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

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March 6, 2023

His Excellency, Governor Christopher T. Sununu  
And the Honorable 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 Sno Engineering Inc., dba SE Group (VC #380772), Burlington, VT in the amount of \$980,000 for Phase 2 of a Two-Phase Design Project to expand New Hampshire State Park campgrounds effective upon Governor and Council approval through December 31, 2026. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Years 2024 and 2025 upon the continued appropriation of funds in the future operating budget 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 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
103-502664-00FRF6020PH3501 CRF14 – Contracts for Op. Svcs	\$280,000	\$480,000	\$220,000

**EXPLANATION**

This Phase 2 contract of a two-phase design project provides multi-disciplinary design services for state park campground expansion projects at Jericho Mountain, Pawtuckaway and Mollidgewock State Parks. Preliminary designs for this project were developed under the Phase 1 feasibility study completed by Sno Engineering Inc., dba SE Group in October 2022. 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. The Phase 1 contract issued to Sno Engineering Inc., dba SE Group was approved by Governor and Council on November 10, 2021, item #32D.

The qualifications-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 14, 2021, where the selection committee ranked the candidate firms, and Sno Engineering Inc. was selected as the preferred candidate.

Fee negotiations for Phase 1 were conducted with the vendor and an agreement was reached based on a fee proposal dated October 8, 2021. Fee negotiations for Phase 2 commenced in October 2022 and an agreement with Sno Engineering Inc., dba SE Group was reached based on a fee proposal dated February 20, 2023. 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,

Concurred,

(156)



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Brian J. Wilson  
Director, Division of Parks and Recreation



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Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT of NATURAL and CULTURAL RESOURCES**  
**(Parks and Recreation)**  
**Feasibility Studies and Design & Engineering for Campground Expansion**

**RFQ Scoring Summary**  
**September 14, 2021**

Name of Firm	State	Capability (50 Pts Max)	References (20 Pts Max)	Approach (30 Pts Max)	Total Score
Sno-Engineering dba SE Group	VT	43	20	28	91
CHA	NH	39.2	19	24	82.2
HEB Engineers	NH	35	19	17.6	71.6

<b>EVALUATION COMMITTEE MEMBERS</b>		
Name	Title	Relevant Experience
Ted Kupper	Division of Public Works Administrator	Oversees the consultant selection process for the Division of Public Works, DAS
Phil Bryce	Director of Parks and Recreation	As Director of the Division of Parks he is the key decision maker for all development projects in NH state parks.
Johanna Lyons	Park Planner	20 years' experience in planning development of NH state parks.
Greg Preville	White Lake Park Manager	Former manager of Bear Brook State Park and current manager of White Lake State Park, typical of the types of campgrounds proposed to be expanded in this project
Tom Mansfield	DNCR Department Architect	Registered architect involved in design, development and maintenance of NH state parks since 1991.

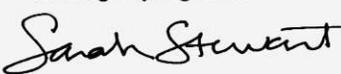
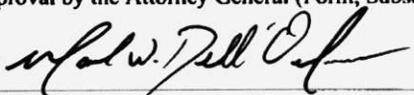
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Dept. of Natural & Cultural Resources Division of Parks and Recreation		<b>1.2 State Agency Address</b> 172 Pembroke Road Concord, NH 03301	
<b>1.3 Contractor Name</b> Sno-Engineering Inc. dba SE Group NH Vendor: <b>380772</b>		<b>1.4 Contractor Address</b> 131 Church St., Suite 300 Burlington, VT 054501	
<b>1.5 Contractor Phone Number</b> 802 862 0098	<b>1.6 Account Number</b> 24670-103-502664 00FRF602PH3501I CRF14 00FRF602PH3501K CRF14 00FRF602PH3501L CRF14	<b>1.7 Completion Date</b> Dec. 31, 2026	<b>1.8 Price Limitation</b> \$980,000
<b>1.9 Contracting Officer for State Agency</b> Thomas Mansfield, Dept. Architect		<b>1.10 State Agency Telephone Number</b> 603 271 3972	
<b>1.11 Contractor Signature</b>  Date: 3-1-23		<b>1.12 Name and Title of Contractor Signatory</b> Kent Sharp, President/CEO	
<b>1.13 State Agency Signature</b>  Date: 3/15/2023		<b>1.14 Name and Title of State Agency Signatory</b> Sarah L. Stewart, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 03/16/2023			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 3-1-23

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

- 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 Initials KS  
Date 3-1-23

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 PHASE 2 DESIGN  
Project No. ARP 2214

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

***I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS***

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Natural and Cultural Resources (NHDNCR) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDNCR with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDNCR may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient

acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDNCR may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)** As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

## **II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M**

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

### **OTHER SPECIAL PROVISIONS**

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  
6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 “an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

#### EXHIBIT B

**SCOPE OF SERVICES:**

The scope of services of this contract is completion of phase 2 design for the ARPA funded “NH State Parks Campgrounds Expansion” project. The project consists of full design of expansion projects at two selected state parks: Jericho Mountain in Berlin and Pawtuckaway in Nottingham. Also included is full design for a visitor service building at Mollidgewock State Park in Errol. The services to be provided will be as enumerated in the proposal from SE Group entitled “New Hampshire State Parks Campgrounds Expansion Project, Phase 2” dated February 20, 2023, which is appended to this contract.

#### EXHIBIT C

**CONTRACT PRICE:**

The total contract shall not exceed **\$980,000**

**METHOD OF PAYMENT:**

Professional fees for this design project will be billed monthly on a lump sum, per-cent complete basis broken down by tasks as per the table included in the SE Group proposal dated February 20, 2023. 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 December 31, 2026.



February 20, 2023

NH Division of Parks and Recreation  
Department of Natural and Cultural Resources  
172 Pembroke Road  
Concord, NH 03301  
Attention: Thomas Mansfield, Department Architect

RE: New Hampshire State Parks Campground Expansion Project, Phase II

Dear Tom,

SE Group is pleased to submit this proposal letter to complete Phase II of the New Hampshire State Parks Campground Expansion Project. The results of this collective effort will deliver expanded opportunities for the public to engage with the outdoors and improve the overall user experience (and operations) at the three selected projects, Pawtuckaway State Park, Jericho State Park, and Mollidgewock State Park. Phase II will build off the conclusions and concept plans of Phase 1 – and deliver comprehensive design, permitting, and construction administration services.

SE Group will lead the design team for the Phase II project. We will be supported by the following sub-consultants:

- ❖ Horizons Engineering (HE) – Surveying, Natural Resources, Civil Engineering, and Permitting
- ❖ Samyn-D’Elia Architects (SDA) – Architecture
- ❖ Fisher Engineering, PC- Structural Engineering
- ❖ Charlie Buckley, P.E. - Mechanical, Electrical, and Plumbing
- ❖ Conestco – Building Cost Estimation
- ❖ SW Cole – Geotechnical

Phase II of the New Hampshire State Parks Campground Expansion Project will focus on following projects:

- Campground expansion at Pawtuckaway State Park,
- Renovation and expansion of Bathhouse #8 at Pawtuckaway State Park,
- Campground expansion at Jericho State Park, and
- New Office / Store at Mollidgewock State Park

The Phase I recommendations regarding concept, design program, and preliminary estimate of costs are the basis of understanding for this scope of work and professional fee for the campground expansion projects (refer to Exhibit A).

The building and infrastructure improvements associated with Bathhouse #8 at Pawtuckaway State Park and the proposed office/store at Mollidgewock State Park are understood based on our conversations and assumptions outlined in this proposal (refer to Exhibit B).



It is our understanding that the two critical dates for the Phase II scope and schedule are December 31, 2024, by which all the ARPA funds must be encumbered, and December 31, 2026 by which all the ARPA funds must be spent.

We have enjoyed working with you and your entire team on the Phase 1 Feasibility Study and very much look forward to continuing the collaboration and collective expertise to deliver these projects to the State of New Hampshire.

Respectfully Submitted,  
Sno.engineering, Inc. (d/b/a SE Group)

A handwritten signature in black ink, appearing to read 'AM Portz'.

Adam M Portz, Director of Design



## 1 | SCOPE OF WORK

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### A. PROJECT KICK OFF AND MANAGEMENT

We will kick off the Phase II project and review the process, schedule, key milestones, and confirm contacts for each park. To ensure that the project moves along in a timely manner with adequate communication, we propose re-occurring (1) client meeting per month and bi-weekly consultant meetings throughout the process. We assume the overall project schedule will occur for a duration of 24 months (refer to Section 3, Schedule).

As a follow-up to the kickoff meeting, we propose up to (2) meetings to establish consensus on standards for the different campsite types and review available campground construction details and standards to build off successful precedents while considering better options. We recognize that these campground expansion projects represent an opportunity to establish a new standard of quality for NH State Park campgrounds.

### B. EXISTING CONDITIONS PLAN

#### Wetland Delineation

Delineate jurisdictional streams and wetlands within the areas identified for campground expansion – specific to Pawtuckaway. The identified natural resources will be flagged and catalogued relative to hydrology, soils, and wetland classification. The delineation will be performed by a certified wetlands scientist in accordance with the standards set forth by the “Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Northcentral and Northeast Region (Version 2.0/1/12)” and by the New Hampshire Wetlands Bureau Rules and Regulations. This information will be critical to the design of the campground improvements and expansion.

#### Survey

Site survey will establish ground control for all surveying and construction. We will complete an existing conditions survey to define roads, parking, above ground utilities, buildings, and wetland flags. We will define reference line for the lake and ordinary high water for the river to define setbacks for shoreland permitting. For all the Sites, our ground survey will be used to check publicly available LiDAR topography. We have assumed LiDAR will be the topographic surface used in design.

#### Other specifics include:

- We will survey previously identified wetlands at Mollidgewock and Jericho State Parks. We have included surveying the previously delineated wetlands at Mollidgewock to complete that documentation for State records and the improvements adjacent to the proposed Office/Store.
- We assume work for Pawtuckaway will all be completed outside the 50’ buffer and no tree survey is proposed for Pawtuckaway.

#### Existing Conditions Plan

We will deliver an existing conditions plan showing two-foot contours and surveyed features for use in design and permitting for all project areas. The existing conditions plan will be suitable for preparation of construction drawings within the study area.



## C. 30% DESIGN + PUBLIC OUTREACH

### Field Walk / Concept Review

Our team will meet with members of New Hampshire Department of Natural and Cultural Resources (NHDNCR) in the field to review the Preferred Concepts developed for the Campground Expansion Feasibility project to field review the proposed concept while taking a closer look at existing conditions. The process of reviewing the site with the updated base maps in hand and ensuing conversations with your team will inform the preparation of the 30% design plans. While on site, we envision capturing additional field survey data for potential road alignments, campsite locations, building locations, existing trees to be protected, etc.

### 30% Design

30% Design plans will be developed in CAD to a schematic level and will represent proposed campground improvements, including the following:

- Preliminary utility plans including water, sewer, and electrical including dump station
- Layout of roads, paths, campsites (parking pad, tent area + fire ring/picnic table area), and water access enhancements
- Preliminary grading for new road alignments
- Identify accessible sites
- Code review of each building
- Building floor plans and elevations including outline specifications for building systems (structural, mechanical, electrical, and plumbing)

This phase of work is critical to agree on the overall plan, components, and general scope of work prior to proceeding with more detailed plans. The plans will represent feasible improvements that are coordinated with existing conditions. Plans will be presented to NHDNCR in a video call, with a 2-week anticipated review period to receive written comments/markups.

### Public Outreach

We will prepare a presentation plan for each campground including background information, program for the improvements and expansion, and supporting graphics to adequately present to the public. We will work with you to identify the best format for this public outreach but recommend a public open house style where boards will be on display and our team can have one-on-one conversations with members of the community to hear their feedback. Our assumption is that the public meetings will be informative in nature and that no substantial changes to the plans will be required because of public feedback.

### Soil Mapping, Test Pits, and Geotechnical

A certified soil scientist will complete a Site-Specific Soil Survey of the project areas to map soil types in accordance with NHDES AoT permit requirements. The soils mapping will be included on the plans as required for the AoT permit application.

For septic system design and stormwater treatment, the field survey will consist of soil observations throughout the Sites using excavated test pits (excavator and operator included in fee) and hand tools (shovel, auger, and ledge probe) by a New Hampshire Certified Soil Scientist (NHCSS). Horizons Engineering will observe test pit excavation for septic system design and stormwater treatment practice design. We will complete infiltration testing as required for drainage design in accordance with AoT



permit requirements. We will document with test pit logs and infiltration test results and will formalize the results in an infiltration feasibility report required for AoT.

Our team will perform a site visit to observe test pit explorations across the area of proposed building construction and provide an opinion of allowable soil bearing capacity based on presumptive values presented in the 2015 International Building Code (IBS). If additional soil investigation is necessary (i.e., soil borings), we will address that concern with use of the contingency (refer to professional fees).

#### D. 60% DESIGN

Following approval from the Client to proceed beyond 30% design, we will develop design plans that incorporate comments and further detail and develop the design to respond to all aspects of the proposed facilities and improvements. Design development will include a detailed grading and drainage plan including stormwater modeling and stormwater treatment features designed to comply with AoT rules.

For public water system design, we have assumed the existing wells will be suitable to meet the demand for the expanded uses at Pawtuckaway. We assume these systems can be expanded to serve the new campsites. For Jericho, we assume a new water source will be required. For Mollidgewock, we assume the existing well will be suitable to meet the modified use for the proposed Office/Store. We assume the Owner will contract with the well driller directly and we will coordinate the drilling effort. We will prepare a request for proposals for drilling contractors to respond to and we anticipate the scope of work will include access road and drilling pad construction along with the well drilling. We will perform yield testing and water quality testing at all three state parks. We will provide a basis of design for water system pumps, controls, treatment, storage for the contractor to design-build. This is a method acceptable to DES and contractors are capable.

- Address 30% design plan comments
- Follow-up site visit as final check on plans in relation to existing conditions
- Submit 60% Plans and specifications in PDF format including:
- Estimate of Construction Costs
- Review Meeting with NHDES
- Review Meeting with NHDNCR

#### E. PERMIT DOCUMENTS (80% PLANS)

We will take documentation to 80% design and develop a comprehensive document set that captures the infrastructure and site improvements of the project – as identified in review of the 60% plans and estimate of costs. This is critical to ensure the permitting plans and direction for construction is in alignment with the project budget. This phase of work is critical to fully capture all aspects of the work and make sure we are crossing the “t’s” and dotting the “i’s.” This effort is necessary to prepare and submit permit applications for State permitting.

We will prepare the required application forms, drainage report, project narrative, attachments, and agency coordination materials required for the permit applications as outlined below. For all the permit applications, we will assemble the application package and will submit the packages on behalf of the Owner. We assume the project will require a Wildlife Habitat Assessment (WHA) for each Site. We will prepare the WHA and coordination with NH Fish & Game Department.



We anticipate the following Site related permits will be required for each Site. We have assumed a Minor Wetland Impact Permit will be required for each Site. We assume our design will avoid and minimize wetland impacts to the greatest extent possible.

In addition to design meetings, we have included one pre-application meeting in Concord, NH with NHDES to review all three Sites. We have included two local meetings with Planning Boards for each Site.

- Address 60% comments and Value Management decisions
- Submit 80% Plans in PDF format
- Prepare permit applications for:
  - Pawtuckaway State Park
    - Town of Nottingham Site Plan Review;
    - NHDES On-Site Wastewater Disposal System Permit (two systems);
    - NHDES Public Water System Permit (modifications to existing PWS);
    - NHDES Shoreland Permit;
    - NHDES Alteration of Terrain (AoT) Permit;
    - NHDES Minor Wetland Impact Permit; and
  - Jericho State Park
    - Town of Berlin Site Plan Review;
    - NHDES On-Site Wastewater Disposal System Permit (one system);
    - NHDES Public Water System Permit (new supply and PWS);
    - NHDES Alteration of Terrain (AoT) Permit;
    - NHDES Minor Wetland Impact Permit; and
  - Mollidgewock State Park
    - NHDES On-Site Wastewater Disposal System Permit (one system);
    - NHDES Public Water System Permit, letter to DES water division to notify about the change in building for the service only for PWS permitting
    - NHDES Shoreland Permit;
- Review Meeting with NHDNCR

## F. AGENCY REQUESTS AND 100% DESIGN (CONSTRUCTION DOCUMENTS)

We will respond to requests for more information and comments from reviewing agencies. The content of these requests is unpredictable, and the level of effort needed will vary. We have done our best to estimate the level of effort and this work.

Following receipt of all permit approvals, we will prepare construction plans and technical specifications for all related project components. This phase of work is to ensure all aspects of the project are coordinated and documented for the bidding contractors. We will work with you and the Department of Public Works to create a project manual to meet the needs of the bidding requirements. We assume the Department of Public Works will provide all necessary front-end information.



- Address permit review and conditions
- Prepare 90% coordination/progress set for Review by National Park Service
- Complete Land and Conservation compliance and stewardship form
- Submit 100% plans and project manual/specifications in PDF and dwg format
- Final cost estimate for all bid items
- Assist in preparation of building permit applications
- Review Meeting with NHDNCR

#### G. BIDDING ASSISTANCE / REVIEW

We will work with the Department of Public Works to respond to bid inquiries, attend pre-bid conference, and issue Addendum as necessary. We will review the bid information and provide recommendations. We will issue an Issued for Construction submission to establish the contract documents for construction.

#### H. CONSTRUCTION ADMINISTRATION

We will interpret the intent of our drawings and specifications for the Client and Contractor. We will attend periodic meetings to review the project schedule, applications for payment prepared by the Contractor, change orders, etc. We have assumed Site related construction duration of eight months. We assume DPW will assign a Project Manager and/or Clerk of the Works that will assist with daily communication and coordination of the project – and will be our point of contact.

- We will respond to requests for information (RFI) from the Contractor.
- We will review shop drawings furnished by the Contractor for conformance with the design concept. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
- Attend monthly site visits during prep and execution of site work, including punch list and follow up by project landscape architect. Additional site visits by local agent of SE Group may be arranged. Assume construction schedule is 10 months.
- Attend bi-weekly construction meetings via conference calls during active construction, assume up to 10 months schedule.
- We will prepare a certification letter for NHDES AoT upon completion of stormwater related infrastructure construction as required.
- Project closeout

## 2 | EXCLUSIONS

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These services are either not requested or not required for this project, or the design is to be accomplished by others. Any or all of these elements can be added to the scope at Owners request.

- Underground utility location or boundary survey
- Well drilling is not included and will need to be contracted separately by owner. We have included time to assemble RFP and coordinate with selected contractor. We will not be on Site to observe the well drilling effort.
- All permit application fees will be paid for separately by the Client.



- Archeology and Historic/Cultural resource evaluation beyond deliverables in the Phase I project
- Documentation, coordination, and response to 3rd party reviews, peer reviews, specialty consultants, historical preservation commissions, non-contractual contractors, or reviews by other entities not specifically stated.
- On-site weekly erosion control and sedimentation monitoring is not included and will be the responsibility of the selected construction contractor.
- EPA Construction General Permit Compliance (SWPPP preparation and eNOI) is not included and will be the responsibility of the selected construction contractor.
- We assume no wetland permitting (including dock) at Mollidgewock
- We assume no local permitting at Mollidgewock

### 3 | ADDITIONAL SERVICES

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Services beyond the scope of work and meetings listed above will be considered additional. These services will not be completed without written approval by the Owner/Architect. Additional services will be billed on an hourly at the standard rates listed in the attached terms and conditions.

- Redesign and/or 'value engineering' after 80% design plan submission
- If the overall schedule adjusts and extends beyond the outline below, that may be a cause for additional services
- Meetings beyond the scope of work
- Site Visit beyond the scope of work
- 3D Illustrations/Marketing graphics

### 4 | SCHEDULE

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The schedule outlined in Exhibit C is the basis of this proposal. We will work with the team to develop a mutually agreeable schedule based on an October 2024 construction start date for all three projects. We anticipate the construction administration phase of work extending into Summer 2025.

### 5 | PROFESSIONAL FEES

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The fees below reflect our expected effort to complete all elements outlined in this scope of work. Our professional services will be performed on a percent complete billing plus reimbursable expenses basis. Reimbursable expenses (i.e., travel, printing, production material, phone/fax, mail/shipping, etc.) are included in the professional fees.



A contingency is included for unforeseen project related items including but not limited to permitting requests and/or responses. The contingency will be billed on an hourly basis and requires authorization from the owner.

STATE PARK / CAMPGROUND	FEE
Mollidgewock	\$99,500
Jericho	\$347,500
Pawtuckaway	\$483,000
Contingency	\$50,000
<i>Total</i>	<i>\$980,000</i>

We very much look forward to continuing our work with you and the State of New Hampshire on this exciting project that delivers improved outdoor recreation to the public. If this proposal is acceptable, we will formalize and agreement with you.

Respectfully Submitted,  
Sno.engineering, Inc. (d/b/a SE Group)

Adam M Portz, Director of Design

Kent Sharp, President



EXHIBIT A: CAMPGROUND EXPANSION PROJECTS

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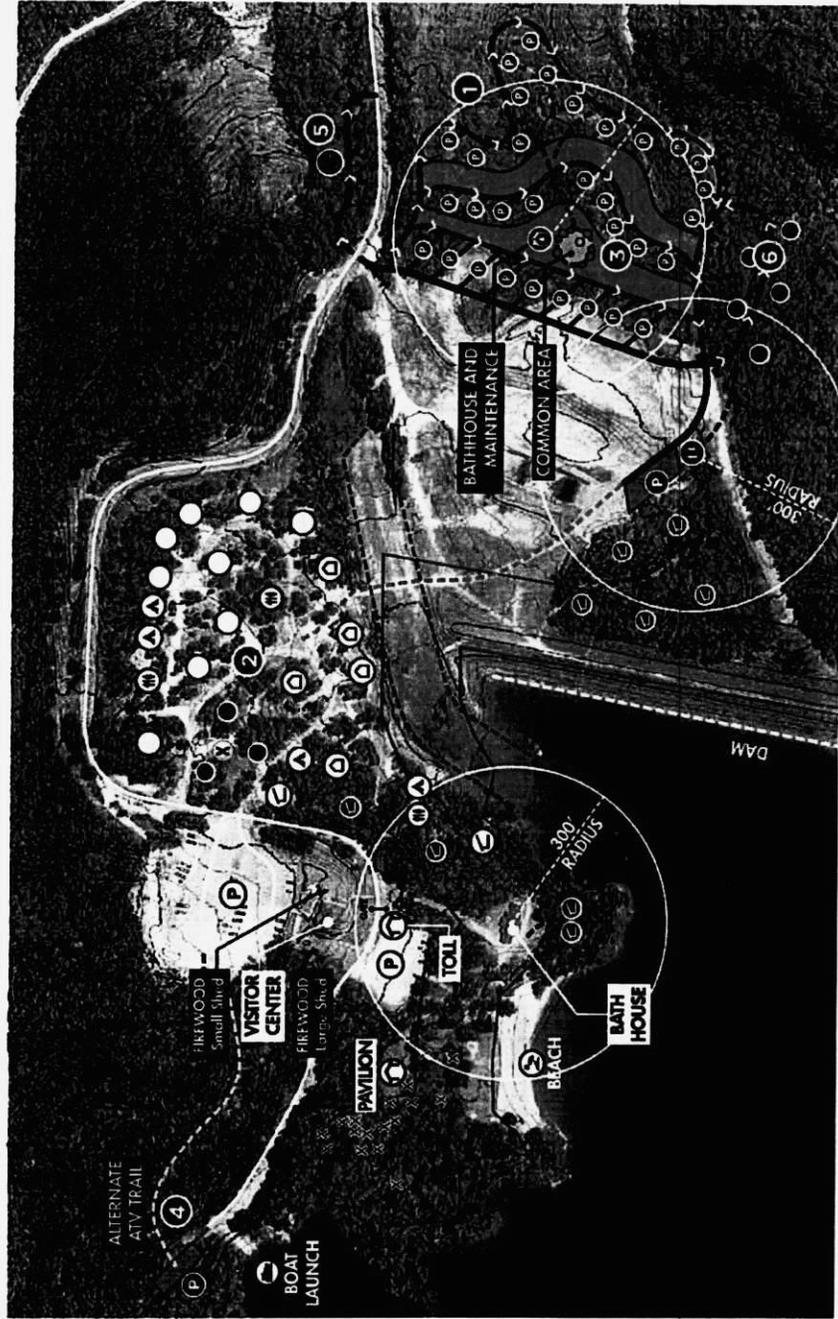
## PROPOSED PHASE I IMPROVEMENTS

- > 9 Pull-through RV sites
- > 10 Back-in RV sites
- > Dump Station
- > Infill Sites: 3 Standard, 2 Shelter, 1 Double Shelter
- > Electricity in existing campground

**ESTIMATED COST: \$2,950,120**

- EXISTING**
- Standard Site
  - Ⓐ Tent Only
  - Ⓢ Lean-to Shelter
  - ⓐ Cabin
  - Ⓜ Pit Toilets
  - - OHRV / Pedestrian Trails
  - - 4 x4 Trails
  - X Site Visit Wetland Flags

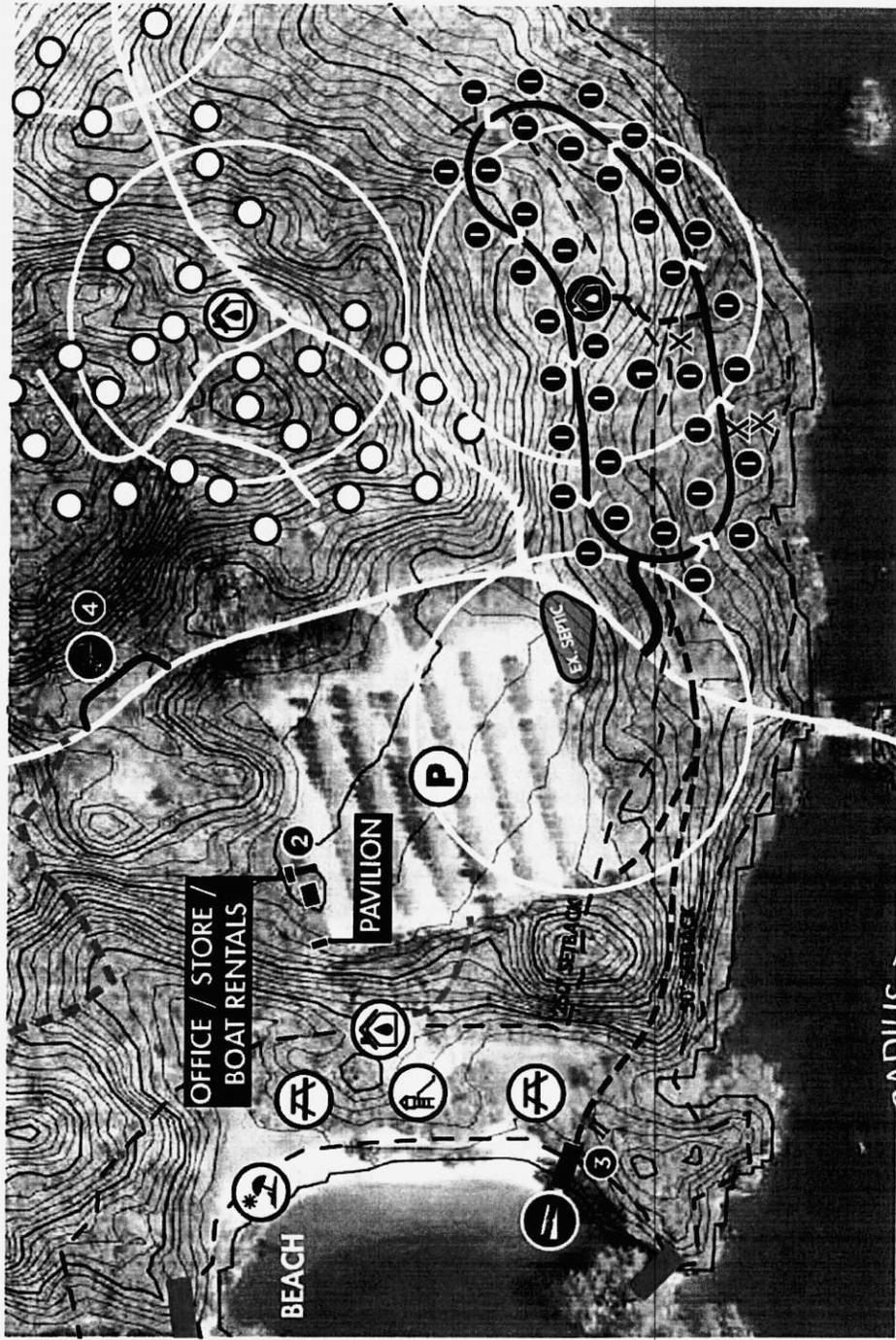
- PROPOSED**
- Standard Site
  - Ⓢ Shelter Site
  - ⓐ Premium Site (W/S/E)
  - ⓐ Removed Site
  - ⓐ Parking
  - Dump Station
  - ⓐ Bathhouse
  - ⓐ Pit Toilet
  - - OHRV / Pedestrian Trails
  - ⓐ One-way Road



# PROPOSED PHASE I IMPROVEMENTS

- > 35 Improved Sites
- > Dump Station
- > Bathhouse

**ESTIMATED COST: \$3,518,000**



- |                       |                   |                      |
|-----------------------|-------------------|----------------------|
| <b>EXISTING</b>       | ○ Existing Site   | Ⓐ Playground / field |
| Ⓒ Cabin               | Ⓔ Boat Launch     |                      |
| Ⓓ Group Site          | Ⓖ Toilet Building |                      |
| Ⓗ Structure           | ⓧ Wetland Flag    |                      |
| Ⓜ Pit Toilets         | - - Trails        |                      |
| Ⓢ Picnic Site         | ▬▬▬ Bridge        |                      |
| <b>PROPOSED</b>       |                   |                      |
| ① Improved Site (W/E) | - - Trails        |                      |
| Ⓒ Bathhouse           | ▬▬▬ Dock          |                      |
| ● Dump Station        | — Two-way Road    |                      |
|                       | ↪ One-way Road    |                      |





EXHIBIT B: BUILDING AND INFRASTRUCTURE PROJECTS

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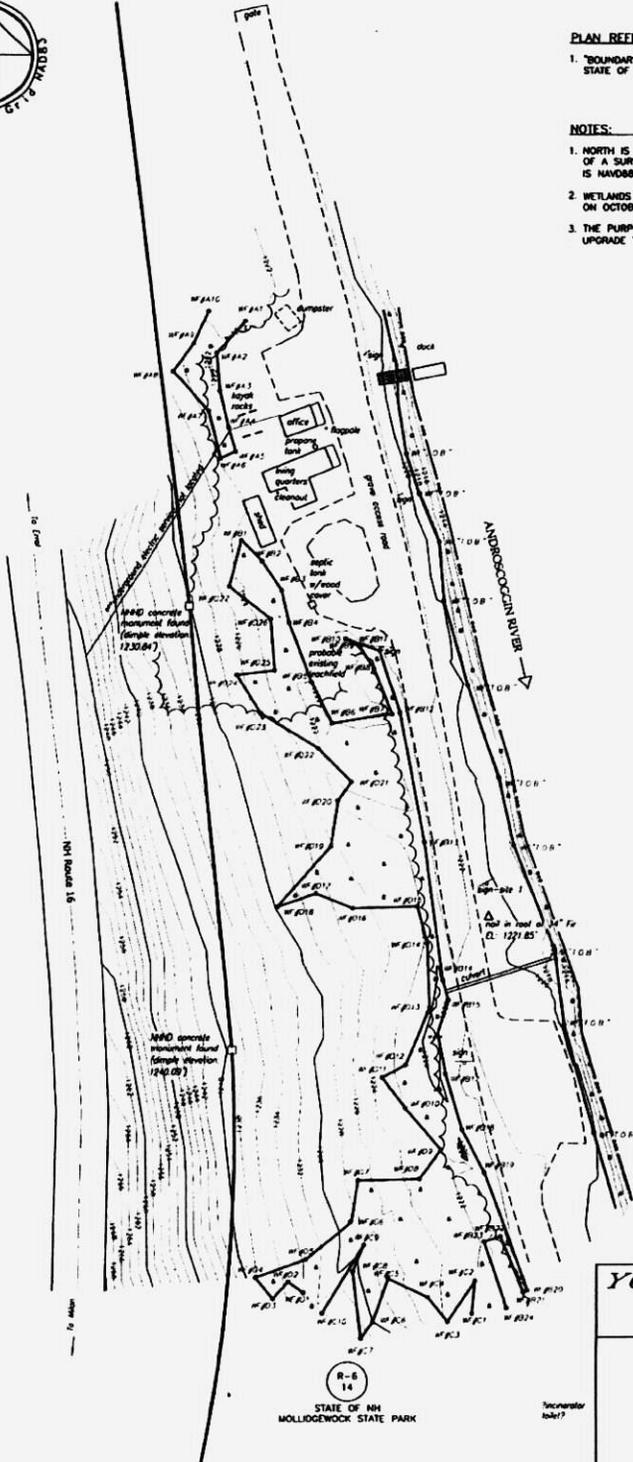


**PLAN REFERENCES:**

1. "BOUNDARY PLAN OF MOLLIDGEOCK STATE PARK," DATED FEBRUARY 16, 2018, BY STATE OF NEW HAMPSHIRE DEPT. OF NATURAL & CULTURAL RESOURCES

**NOTES:**

1. NORTH IS NEW HAMPSHIRE STATE PLANE GRID NAD83 BASED ON OPUS DERIVED POSITION OF A SURVEY CONTROL POINT ESTABLISHED AS PART OF THIS PROJECT. VERTICAL DATUM IS NAVD83 (OPUS).
2. WETLANDS WERE DELINEATED BY DAN GEDER, NHWS #76, AND LOCATED BY THIS OFFICE ON OCTOBER 21, 2019.
3. THE PURPOSE OF THIS SKETCH IS TO DETERMINE A SUITABLE LOCATION FOR AN UPGRADE TO THE OFFICE/LIVING QUARTERS SEPTIC SYSTEM.



**LEGEND**

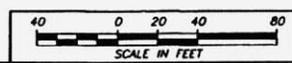
- Water Course
- Delineated Wetlands
- 15' - 25' E --- Overhead Utility Line
- Trench
- Blood Post or Monument
- ▭ Building
- 123 2 For Map & Lot Number with Dual Reference
- John Doe 123/123

**YORK LAND SERVICES, LLC**  
 Riverside Courtyards, 3 Twelfth Street  
 Berlin, New Hampshire 03570 - (603)752-7282

Sketch of  
 Existing Site Conditions Near Office  
 Mollidgewock State Park  
 Prepared for  
**NORTHERN NEW ENGLAND FIELD SERVICES**  
 Tax Map R-6 Lot 14  
 Route 16  
 Errol, New Hampshire

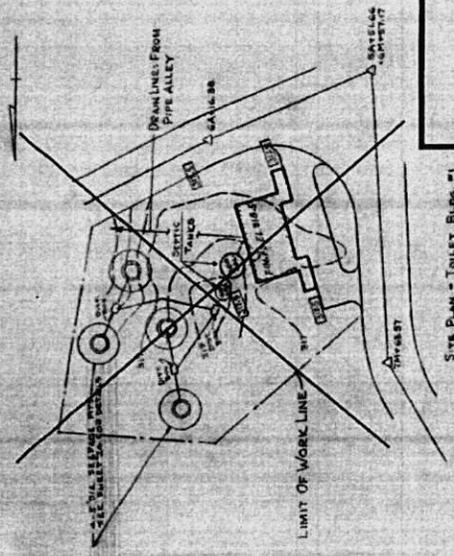


THIS SURVEY AND PLAN PREPARED UNDER MY DIRECT SUPERVISION AND CONFORMS TO THE BOARD OF LICENSED LAND SURVEYORS CODE OF ADMINISTRATIVE RULES.

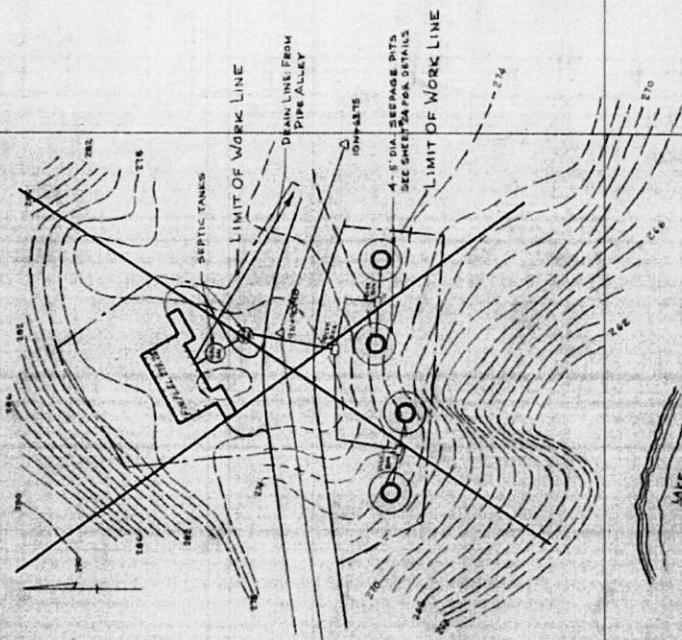


Scale 1 inch = 40 feet	Made by BJY, BJG	Drawn by BJY
Method GPS (PP & RTK) / TOTAL STATION	Date NOVEMBER 4, 2019	Checked by BJY
		Drawing No. 19-100

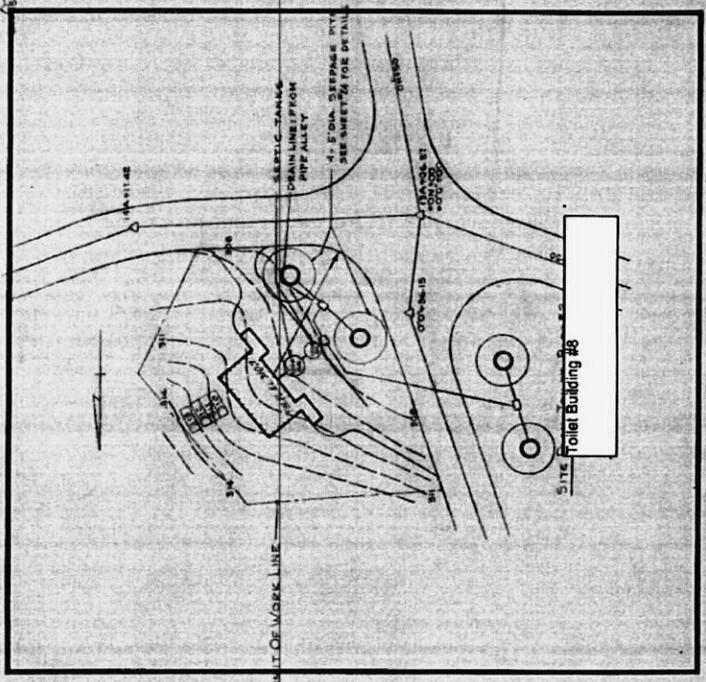
PLANT RECORD  
 SHEET NO. 1-210



SITE PLAN - TOILET BLDG #1  
 SCALE: 1" = 20'  
 PART "A"



SITE PLAN - TOILET BLDG #3  
 SCALE: 1" = 20'  
 PART "A"



SITE PLAN - TOILET BLDG #8  
 SCALE: 1" = 20'  
 PART "A"

NO.	REVISIONS	DATE	APPROVED

PAWLUCKAWAY STATE PARK  
 SITE PLANS - TOILET BUILDINGS  
 1, 2, 3, 4, 8

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF PUBLIC WORKS & HIGHWAYS  
 WRIGHT, PENCE BARNES & WYMAN  
 PORTSMOUTH, NEW HAMPSHIRE

DRAWN BY: M.A.S. SCALE: AS NOTED SHEET NO.  
 CHECKED BY: N.S.B. DATE: AUG. 1968 22  
 APPROVED BY: F.V.W. DATE: AUG. 1968 22  
 BOOK NO. PROJECT NO. 6157'S OF 87





EXHIBIT C: PROJECT SCHEDULE

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SNO-ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 18, 1958. 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: **20124**

Certificate Number : **0006154373**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this **16th** day of **March** A.D. **2023**.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan  
Secretary of State

**Corporate Resolution**

I, George A. Schmidt, **hereby certify** that I am duly elected Vice 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 February 28, 2023, 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 February 28, 2023. 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:** February 28, 2023

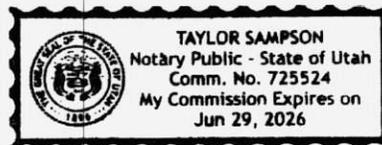
**ATTEST:** George A. Schmidt  
*(Name & Title)*

STATE OF Utah  
COUNTY OF Salt Lake

On the 27<sup>th</sup> day of February before me George A. Schmidt, the undersigned officer  
personally appeared Taylor Sampson, 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: 06/29/2026





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2022

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).

<b>PRODUCER</b> Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	<b>CONTACT NAME:</b> Moody Insurance Agency <b>PHONE (A/C, No, Ext):</b> (303) 824-6600 <b>FAX (A/C, No):</b> (303) 370-0118 <b>E-MAIL ADDRESS:</b> certrequest@moodyins.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company <b>INSURER B:</b> Ohio Casualty Insurance Co <b>INSURER C:</b> Lloyds of London <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Sno-Engineering, Inc, DBA: SE Group P.O. Box 2729 323 West Main St Suite 202 Frisco CO 80443	<b>NAIC #</b> 24082 24074

**COVERAGES**      **CERTIFICATE NUMBER:** 22.23 Master Liability      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS58821967	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS58821967	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58821967	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Claims Made Form			AE223194	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$3,000,000 Deductible \$15,000

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 
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AGENCY CUSTOMER ID: 00039612

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@moodyins.com](mailto:certrequest@moodyins.com) for forms and future mailings.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2022

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).

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> New Hampshire Insurance Co.		23841
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

ADP TotalSource CO XXI, Inc.  
 5800 Windward Parkway  
 Alpharetta, GA 30005  
 Alternate Employer:  
 Sno-Engineering, Inc  
 1 Mill Street  
 Burlington, VT 05401

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 053414690 VT	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Sno-Engineering, Inc 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 

ACORD 25 (2016/03)

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