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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
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
Web: www.nhtrails.org

5C

October 2, 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 amend a Recreational Trails Program grant agreement with the Society for the Protection of New Hampshire Forests (VC #177170), Concord, NH by extending the completion date from December 31, 2023 to August 31, 2024, with no change to price limitation, effective upon Governor and Council approval. The original grant was approved by the Governor and Council on June 14, 2023, Item #115. 100% Federal Funds.

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects.

Due to exceptional rain levels through the Summer of 2023, the selected contractor for this project has been severely delayed in finishing their contracted Summer workload. With the timeline of this project estimated to be at least 8 weeks, this organization will be unable to complete their entire project scope by the original grant end date of December 31, 2023. The organization will complete the project in its entirety in Spring 2024 using the original contractor prior to the trail's peak usage season.

The Attorney General's Office has reviewed and approved the attached grant amendment as to form, substance, and execution.

Respectfully submitted,

Concurred,

(ISM)

Brian J. Wilson
Director, Division of Parks & Recreation

Sarah L. Stewart
Commissioner

Attachments
BW/CR/AR

EXTENSION OF CONTRACT WITH RESPECT
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS

On this the 2 day of October, 2023, the Department of Natural and Cultural Resources and the Society for the Protection of New Hampshire Forests, vendor code #177170, hereby mutually agree to extend their Recreational Trails Program grant contract, #23-21, in the amount of \$80,000.00 which was originally approved by the Governor and Executive Council on June 14, 2023, item #115, by amending the original contract end date from December 31, 2023 to August 31, 2024.

- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This extension is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year above written.

Anne G. Truslow

Project Administrator/Printed Name

Anne G. Truslow

Digitally signed by Anne G. Truslow
DN: cn=Anne G. Truslow, o=Society for the Protection
of New Hampshire Forests, ou,
email=atruslow@forestsociety.org, c=US
Date: 2023.10.03 12:32:57 -0400

Project Administrator Signature/Date

Matt D. Scaccia

Witness/Printed Name

Matt D. Scaccia

Digitally signed by Matt D. Scaccia
DN: cn=Matt D. Scaccia, o=Society for the
Protection of New Hampshire Forests, ou,
email=maccaccia@forestsociety.org, c=US
Date: 2023.10.03 13:00:25 -0400

Witness Signature/Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES



DNCR Commissioner

Taya Ferris 10/20/2023

Witness/Date

Approved as to form, substance and execution:

Sheri Phillips, AAG
Attorney General's Office

10/25/2023

Approved by Governor and Executive Council

At the _____ meeting

Item # _____

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 SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1910. 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: 64922

Certificate Number: 0006092367



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS	Business ID:	64922
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/03/1910	Name in State of Incorporation:	SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS
Date of Formation in Jurisdiction:	03/03/1910	Mailing Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA
Principal Office Address:	54 PORTSMOUTH STREET, CONCORD, NH, 03301, USA	Last Nonprofit Report Year:	2020
Citizenship / State of Incorporation:	Domestic/New Hampshire	Next Report Year:	2025
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NON-PROFIT LAND PROTECTION AND CONSERVATION EDUCATION ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
David Jackson (Jack) Savage / President	54 Portsmouth Street, Concord, NH, 03301, USA
William (Tuck) Tucker / Chairman of the Board of Directors	54 Portsmouth Street, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: Not Available

Registered Office Not Available

Address:

Registered Mailing Not Available

Address:

Trade Name Information

Business Name	Business ID	Business Status
THE HIGH WATCH PRESERVE (/online/BusinessInquire/TradeNameInformation? businessID=321610)	267276	Expired
The High Watch Preserve (/online/BusinessInquire/TradeNameInformation? businessID=367007)	547024	Active
Lost River Gorge (/online/BusinessInquire/TradeNameInformation? businessID=408518)	601715	Active
Lost River Gorge & Boulder Caves (/online/BusinessInquire/TradeNameInformation? businessID=409700)	601724	Active
Lost River Reservation (/online/BusinessInquire/TradeNameInformation? businessID=413356)	601719	Active
HIT THE TRAIL! (/online/BusinessInquire/TradeNameInformation? businessID=60654)	221439	Expired

Trade Name Owned By

Name	Title	Address
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Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

Corporate Resolution

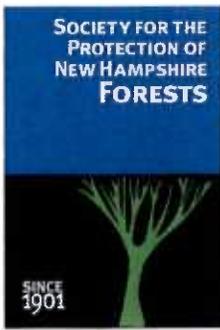
I, Maria Stewart, hereby certify that I am duly elected Clerk/Secretary/Officer of the Society for the Protection of New Hampshire Forests (Forest Society). I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 21, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Anne G. Truslow and David Jackson Savage (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of the Society for the Protection of New Hampshire Forests 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 positions(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: 9/28/2023

ATTEST: Maria E. Stewart
(Name & Title)
Assistant Secretary



54 Portsmouth Street
Concord, NH 03301

Tel. 603.224.9945

info@forestsociety.org

www.forestsociety.org

Follow @forestsociety

September 28, 2023

Jay Scarborough
RTP Program Coordinator
New Hampshire Department of Natural and Cultural Resources
Parks & Recreation – Trails Bureau
172 Pembroke Road
Concord, NH 03301

Dear Mr. Scarborough,

On behalf of the Society for the Protection of New Hampshire Forests (Forest Society) I am respectfully submitting a request to extend the terms of our current grant contract for our Recreational Trails Program (RTP) project “Mt. Major Trail Sustainability Upgrade: Phase II” (Project #23-21). While we’ve been actively preparing to get construction underway this fall, we have encountered an unexpected delay and now anticipate needing to postpone the start of construction until spring 2024.

This summer has produced record-breaking rain levels, wreaking havoc on road and trail systems throughout the northeast. Our project contractor, Town 4 Trail Services, LLC, and their subcontractor OPB Trailworks, LLC have informed us that they have been delayed in finishing their other contracted projects this summer as a result of this unprecedented severe rain. Currently, they are not able to begin work at Mt. Major until late fall at the earliest. We estimate that construction for this project, if all goes according to schedule, will take at least eight weeks. If our contractors are unable to start until late fall, then we believe the project will not be completed by the end of the calendar year and they will not be able to fulfill our project requirements during winter conditions. Logistically, it will be best if this project is completed in a single uninterrupted work period. The project requires the parking lot to be closed with fencing and materials to be staged at the parking area and along the trail. The parking lot cannot be left like this through the winter when cars should not park along Route 11 to access the trails. Postponing construction until spring would also ensure that all necessary best management practices for trail design can be properly implemented, without having to create temporary solutions between multiple seasons or fix work damaged over winter because it was unfinished. Additionally, leaving a partially completed trail that is unable to be accessed by the public is not ideal at a location that receives as much traffic as Mount Major. As of now, no construction work has taken place within the current RTP grant contract period.

For the best possible results, the new goal is for our contractors to get the project up and running as soon as possible in the spring, likely at the start of May, and



complete all work in early July 2024. The overall scope and details of our project have not changed, other than expected timing for completion.

In addition to having adequate time to implement the trail construction, an extension of our RTP grant would provide additional benefits to our budget and project. We expect to maintain our current budget if we can avoid incurring added costs associated with remobilizing our contractors for multiple work periods. A key component of our project is to revegetate the portion of the existing trail we are discontinuing, and starting that process in spring would allow for a longer season for new growth to become established. Additionally, Mt. Major predictably receives less visitor use in the early spring than the fall foliage season, so delaying the project would impact fewer visitors during the construction period.

Due to the unexpected weather delay for our contractors, we are requesting an extension on our current RTP grant contract until August 31, 2024. We are eagerly looking forward to implementing this project and confident that our organization would be able to accommodate the timing change in our work plans. We are confident that our professional contractors, who have already completed several other projects for us, will fulfill this obligation in the spring.

We are grateful for RTP's support with this important project, and appreciate your consideration of this request. If you could let me know about the Trails Bureau's timing for review and presentation to the Governor & Council, that would be helpful as we plan the next steps for our project.

If you have any questions with this request, feel free to let me know.

Sincerely,



Anne G. Truslow
Vice President of Development
Society for the Protection of New Hampshire Forests
atruslow@forestsociety.org
603-224-9945 (Ext. 319)



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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
 Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov
 Web: www.nhtrails.org

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June 1, 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 award Recreational Trails Program grants to the organizations listed on the attached sheet (vendor codes included) in the total amount of \$670,440.70 for the development and maintenance of recreational trails and trail related safety and educational projects effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

	<u>FY 2023</u>
03-035-035-351510-37770000-074-500585-Grants for Public Assistance and Relief	\$670,440.70

EXPLANATION

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for the development and maintenance of recreational trails and trail related safety and educational projects.

The Attorney General's Office has reviewed and approved each grant as to form, substance and execution.

Respectfully submitted,

Concurred,

Brian J. Wilson

Sarah L. Stewart (SM)

 Brian J. Wilson
 Director

 Sarah L. Stewart
 Commissioner

FY-23 (Project A) Recreational Trails Program Community Grants

Grant #	Vendor Code	Sponsor/Applicant	Project Name	Grant Amount
23-01	259557	Milan Trail Huggers	Corridor A1 & Bog Brook Trail Maintenance	\$80,000.00
23-02	155466	Groveton Trailblazers	Trail 117 Mountain View Road reroute	\$13,000.00
23-04	157604	Powder Mill SMC	2023 Tucker Terra 1100E Purchase	\$46,502.70
23-06	177771	Town of Stewartstown	Creampoke Road Upgrade	\$36,000.00
23-08	173082	Friends of the NRT	Potato Road	\$50,739.08
23-09			Route 4 Overpass	\$12,550.84
23-10	177372	County of Cheshire	CRT Rehab Surry-Westmoreland	\$28,671.12
23-11	177485	Town of Swanzey	ART Rehab South End, CRT Mt. Huggins Drainage	\$20,000.00
23-12	177414	Town of Hopkinton	Kearsarge Ave to Library Connection	\$73,432.80
23-13	177271	Town of Walpole	Restoration on CRT	\$20,000.00
23-14	177422	City of Lebanon	Rail Trail Bridge on NRT	\$11,209.76
23-18	177508	NH Audubon Society	All persons Trail Phase 2	\$80,000.00
23-20	160055	Randolph Mtn Club	Short Line Trail	\$38,334.40
23-21	177170	SPNHF	Mt Major Main Trail reroute	\$80,000.00
23-25	177412	Town of Hooksett	Hooksett RVerwalk Trail, Phase 4	\$80,000.00

Total for Community Projects	\$670,440.70
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GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Natural and Cultural Resources (DNCR)		1.2. State Agency Address 172 Pembroke Rd., Concord, NH 03301	
1.3. Grantee Name Society for the Protection of NH Forests		1.4. Grantee Address 54 Portsmouth Street Concord, NH 03301	
1.5. Grantee Phone # (603)-224-9945	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2023	1.8. Grant Limitation \$ 80,000.00
1.9. Grant Officer for State Agency Jay Scarborough, RTP Coordinator		1.10. State Agency Telephone Number 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Via Pres., Development	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Craig Rennie <small>Digitally signed by Craig Rennie Date: 2023.05.02 08:33:31 -04'00'</small> 5/2/23		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Trails Bureau Chief Supervisor	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Sheri Phillips</i> Assistant Attorney General, On: 5/ 5/ 2023			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. 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 first above given.
20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. 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.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; **\$20,000.00**, to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if \geq \$2,000 and service agreements are \geq \$10,000.
 - e. On November 15, 2021, the **Infrastructure Investment and Jobs Act (IIJA)** was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act (BABA)**. Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
 - ii. **Manufactured Products*:** All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of

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the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

1. **The FHWA has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iii. **Construction Materials:** All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
 1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- iv. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- v. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**
- vi. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
- vii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
- viii. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign

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steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.

- f. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - g. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - h. Maintain equipment purchased with RTP funds in good mechanical condition.
 - i. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - j. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
- a. **Termination of Grant**: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds**: Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. **Indemnification**

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 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.

Grantee Initials AGT
Date 4/24/23

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

Organization Name: Society for the Protection of New Hampshire Forests
Vendor Code: 177170
Grant #: 23-21
Appropriation Code: 37770000-074-500585

Grant Amount: \$80,000.00
Match Required: \$20,000.00
Total Project Cost: \$100,000.00

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$80,000.00. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs

Grantee Initials: *ACT*
Date: *4/24/23*

incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through December 31st 2023.

Grantee Initials *AET*
Date *4/24/23*

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 SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1910. 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: 64922

Certificate Number: 0006092367



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Corporate Resolution

I, Maria Stewart, hereby certify that I am duly appointed Assistant Secretary of the Society for the Protection of New Hampshire Forests (Forest Society). I hereby certify the Following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 21, 2023, at which a quorum of the directors/shareholders were present and voting.

Voted: That Anne G. Truslow and David Jackson Savage (Jack) is duly authorized to enter into contracts or agreements on behalf of the Society for the Protection of New Hampshire Forests 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 positions(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: 4/26/2023

ATTEST: Maria Stewart Assistant Secretary
(Name & Title)



SOCIFOR-09

AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

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).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Wainey Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill	
	PHONE (A/C, No., Ext): (703) 397-0977	FAX (A/C, No.): (703) 397-0995
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Society for the Protection of New Hampshire Forests
 84 Portsmouth St
 Concord, NH 03301

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		X	3608-34-24 EUC	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ Included
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			(23)7361-30-22	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			9385-12-19	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	(24) 7177-71-88	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Recreational Trails Program, Monadnock Trail Project
 Certificate holder is included as an additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER New Hampshire Department of Natural & Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 