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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

November 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 (RTP 23-20) with the Randolph Mountain Club, (VC#160055), by increasing the grant limitation by \$3,600 from \$38,334.40 to \$41,934.40 with no change to the completion date of December 31, 2023 for the development and maintenance of recreational trails effective upon approval of the Governor and Council. The original grant was approved by the Governor and Council on June 14, 2023, Item #115. 100% Federal Funds.

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

	<u>FY-2024</u>
03-035-035-351510-37770000-074-500585 - Grants for Public Assistance and Relief	\$3,600

EXPLANATION

Due to the difficult working conditions caused by extreme rain this summer unforeseen challenges attributed to an additional three workdays resulting in costs beyond the current allocated funds of \$38,334.40.

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.

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

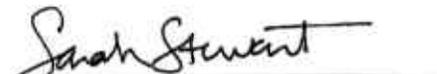
Respectfully submitted,

Concurred,

(15M)



Brian J. Wilson
Director



Sarah L. Stewart
Commissioner

Attachments
JS/CG/AR

**INCREASE OF CONTRACT WITH RESPECT
TO NATIONAL RECREATIONAL TRAILS PROGRAM GRANT FUNDS**

On this the 16 day of October, 2023, the Department of Natural and Cultural Resources and the Randolph Mountain Club, vendor code #160055, hereby mutually agree to increase their Recreational Trails Program grant contract, #23-20, in the amount of \$38,334.40, which was originally approved by the Governor and Executive Council on June 14, 2023, item #115.

- Amend the original contract amount by \$3,600.00 from \$38,334.40 to \$41,934.40.
- All other terms and conditions of this contract shall remain the same in full force and effects as originally set forth.
- This increase 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.

CHRISTOPHER S. CAMPBELL
Project Administrator/Printed Name

MARGARET CAMPBELL
Witness/Printed Name

Christopher S. Campbell 10/25/2023
Project Administrator Signature/Date

Margaret Campbell
Witness Signature/Date
10/28/23

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

Craig Rennie
Digitally signed by Craig Rennie
Date: 2023.11.13 08:35:27 -05'00'
Chief, Bureau of Trails

Alexis Rudko
Digitally signed by Alexis Rudko
Date: 2023.11.13 08:57:17 -05'00'
Witness/Date

Approved as to form, substance and execution: Sheri Phillips 12/06/2023
Attorney General's Office

Approved by Governor and Executive Council
At the _____ meeting
Item # _____

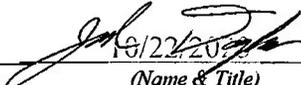
Corporate Resolution

I, Joel Douglas, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Randolph Mountain Club. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on October 22, 2023, at
which a quorum of the directors/shareholders were present and voting.

Voted: That Chris Campbell, Administrator (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Randolph Mountain Club
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority **shall**
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the 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: October 22, 2023

ATTEST:  10/22/2023, Secretary
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RANDOLPH MOUNTAIN CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1915. 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: **64801**

Certificate Number: **0004927823**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: RANDOLPH MOUNTAIN CLUB	Business ID: 64801
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 09/08/1915	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 09/08/1915	
Principal Office Address: PO Box 279, Gorham, NH, 03581, USA	Mailing Address: PO Box 279, Gorham, NH, 03581, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: president@randolphmountainclub.org	Phone #: NONE
Notification Email: kukelley@me.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
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No records to view.

Principals Information

Name/Title	Business Address
Kathleen U Kelley / Treasurer	98 Randolph Hill, Randolph, NH, 03593, USA
Randolph Meiklejohn / Secretary	161 Cypress St, Brookline, MA, 02445, USA
Stephen Maddock / Chairman of the Board of Directors	27 Highland Ave, South Berwick, ME, 03908, USA

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

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

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
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Randolph Mountain Club

November 2, 2023

Jay Scarborough
Program Coordinator – NH Recreational Trails Program
DNCR – Parks & Recreation – Trails Bureau
172 Pembroke Road
Concord, NH 03301

Re: Request for Increase, Grant 20-23

Dear Jay:

This letter constitutes Randolph Mountain Club's formal request for a contract increase in the amount of \$3,600 for RTP Grant 20-23.

As you know, this grant was for restoration and improvement work on the Short Line trail. The project was successfully completed but our trail crew experienced unanticipated challenges from unusual weather conditions that increased the time and therefore cost necessary to finish the work.

The Northern Presidentials received over 40 inches of rain between Memorial Day and our crew's end date of August 18, 2023. This impacted the crew's work in a number of ways. While the proposed work on Short Line took into account trail conditions in both a wet and a dry season, the extreme amount of precipitation this summer changed the hydrodynamics of the worksite, requiring additional structures to manage the large amount of water flowing down the trail. In addition, the muddy conditions created by the rain necessitated much more clean-up and re-vegetation work than a usual project would entail. A final factor that impacted productivity was the camping situation. While we had planned for the crew to camp near the worksite for the duration of this project, there were some occasions when the weather necessitated the crew hiking out of the woods and back in again the following day. Combined, these factors resulted in a small, but significant, increase in the time required to complete the project. The requested \$3,600 increase in contract amount represents approximately three days of additional wages and payroll taxes for the eight-person crew.

Please let me know if you have any questions or require further information. Thank you for your consideration.

Regards,

Chris Campbell
Project Administrator



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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,

B. J. Wilson

Sarah L. Stewart (15M)

 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 Riverwalk 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 Randolph Mountain Club		1.4. Grantee Address PO BOX 279 Gorham, NH 03581	
1.5. Grantee Phone # (207)-356-1123	1.6. Account Number 10-03500-37770000-074	1.7. Completion Date December 31, 2023	1.8. Grant Limitation \$ 38,334.40
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 Adam J. Berger, Treasurer	
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: 2023.05.23 13:49:12 -04'00'</small> 5/23/23		1.14. Name & Title of State Agency Signor(s) Craig Rennie, Trails Bureau Chief Supervisor SM	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Sheri Phillips</i> Assistant Attorney General, On: 05/26 /2023			
1.16. Approval by Governor and Council (if applicable)			
By: AGENDA ITEM #115		On: June 14, 2023 10:00AM Meeting	

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 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. 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, 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. 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.
- 12.2. 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 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. 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; **\$9,583.60**, 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

Grantee Initials

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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.

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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: **Randolph Mountain Club**
Vendor Code: **160055**
Grant #: **23-20**
Appropriation Code: **37770000-074-500585**

Grant Amount: **\$38,334.40**
Match Required: **\$9,583.60**
Total Project Cost: **\$47,918.00**

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$38,334.40**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs

Grantee Initials **GRB**
Date 5/22/23

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 GAB
Date 5/22/23

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RANDOLPH MOUNTAIN CLUB is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1915. 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: 64801

Certificate Number: 0004927823



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: RANDOLPH MOUNTAIN CLUB	Business ID: 64801
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 09/08/1915	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 09/08/1915	
Principal Office Address: PO Box 279, Gorham, NH, 03581, USA	Mailing Address: PO Box 279, Gorham, NH, 03581, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: president@randolphmountainclub.org	Phone #: NONE
Notification Email: kukelley@me.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
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No records to view.

Principals Information

Name/Title	Business Address
Kathleen U Kelley / Treasurer	98 Randolph Hill, Randolph, NH, 03593, USA
Randolph Meiklejohn / Secretary	161 Cypress St, Brookline, MA, 02445, USA
Stephen Maddock / Chairman of the Board of Directors	27 Highland Ave, South Berwick, ME, 03908, USA

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

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

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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Corporate Resolution

I, Joel Douglas, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Randolph Mountain Club. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on May 21, 2023, at
which a quorum of the directors/shareholders were present and voting.

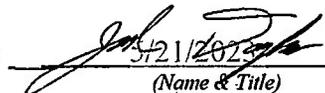
Voted: That John Phinney, President, Adam Berger Treasurer, and Chris Campbell,
Administrator (may list more than one person) is duly
(Name and Title)

authorized to enter into contracts or agreements on behalf of Randolph Mountain Club
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority **shall**
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the 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: May 21, 2023

ATTEST:  5/21/2023, Secretary
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2023

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 Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Teresa Crossland PHONE (A/C, No, Ext): (603) 788-2555 E-MAIL ADDRESS: tcrossland@gms-ins.com	FAX (A/C, No): (603) 788-3901
	INSURER(S) AFFORDING COVERAGE	
INSURED Randolph Mountain Club, Inc. PO Box 279 Gorham NH 03581	INSURER A: Tudor Insurance Company	
	INSURER B: Benchmark	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL2352214994 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLB1001740	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BRX10224203	06/24/2022	06/24/2023	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	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)
Trail Maintenance
The certificate holder is additional insured ATIMA on the General Liability policy against claims of bodily injury, death, or property damage limited to the insuring agreement in the policy forms

CERTIFICATE HOLDER State of NH Dept of Natural & Cultural Resources 172 Pembroke Road Concord NH 03301-1856	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 
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