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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

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nhstateparks.org

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FEB 11 2026



January 5, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation to enter into a contract with Sno-Engineering, Inc. d/b/a SE Group (VC# 380772), Burlington, VT in the amount of \$214,225.00 to conduct an Infrastructure Assessment and Management Plan for the Conway Branch Rail Trail effective upon Governor and Executive Council approval through June 30, 2027. 100% Agency Funds.

Funding is available in account, Service Parks, as follows:

	<u>FY2026</u>
03-35-35-3515-10-37200000-103-502664-35T05	\$214,225.00

EXPLANATION

In January 2025 the Final Report of the HB1468 Planning Group was issued which recommended that the highest and best use of the state-owned Conway Branch Railroad corridor was recreational use and that the corridor would be best managed by the Department of Natural and Cultural Resources, Division of Parks and Recreation. The rail corridor was authorized to be transferred from NH Department of Transportation to the Division of Parks and Recreation by Governor and Executive Council on April 9, 2025, #27.

The project shall conduct a corridor assessment and public outreach to provide a corridor assessment report, Historic District Area Form, CAD map of the rail corridor, public survey report, technical advisory committee notes, open house summary report and final report that will provide strategies for project implementation, recreational access and corridor management.

On July 18, 2025 an invitation to submit qualifications was issued in accordance with the Department of Administrative Services' policy. The RFQ was posted on the Division of Purchase and Property's website and the Division of Parks and Recreation's website. Five proposals were submitted by closing date on October 3, 2025 and the Conway Branch Rail Trail Advisory Committee elected to interview three firms. The fair price was negotiated with the selected vendor; SE Group and no cost proposals were received from other firms.

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

Respectfully submitted,



Sarah L. Stewart
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
RFQ Scoring Summary
Conway Branch Rail Trail

Name of Company	State	Scoring Criteria and Maximum Points				Total Score
		Planning Experience 30 pts	Railroad Reuse & Trail Devel Exp 40 pts	Infrastructure Assessment Approach 20 pts	References 10 pts	
SE Group 1 Mill St, Suite 201 Burlington VT 05401 802-862-0098	VT	28	38	19	10	95
Greenman-Pedersen Inc. 116 South River Rd Bedford NH 03110 603-766-8257	NH	24	29	13	8	74
Tighe & Bond 177 Corporate Dr. Portsmouth NH 03801 603-433-8818	NH	24	27	14	8	73

CONWAY BRANCH RAIL TRAIL ADVISORY COMMITTEE

The Conway Branch Rail Trail Advisory Committee was established by the agency to provide advice to the department on the selection of consultants to prepare a management plan to develop, manage and maintain the corridor. The membership includes representatives from the communities the trail passes through (Albany, Conway, Tamworth, Ossipee and Madison) and people with expertise in recreation and tourism and non-motorized and motorized recreational use and local friends groups and Division staff. There are 20 committee members in total.

The evaluation committee members were invited by the agency to represent their constituents.

EVALUATION COMMITTEE MEMBERS		
Name	Title	Relevant Experience
Craig Rennie	Chief Bureau of Trails	Mr. Rennie has a long career with State Government as a project manager selecting and managing consultants and contractors.
Tia Gagnon	Volunteer Town of Tamworth	Ms. Gagnon is an avid outdoor recreationalist. She is on the Board of Directors of a local trail organizations and a member of the Madison Planning Board.
Phil Villari	Chair, CBRT Advisory Committee	Mr. Villari is a member of the Lakes Region Planning Commission & TAC Council, Chair of the Friends of the Ossipee Valley Rail Trail and Co-Chair of the Ossipee Economic Development Council.
Marianne Borowski	NH Rail Trail Coalition	Ms. Borowski is the President and Founder of the Cross NH Adventure Trail and member of the NH Rail Trail Coalition.
Bob Boose	President, Greater Ossipee Area Chamber of Commerce	Mr. Boose has served for over 35 years as the CEO of two major state nonprofit organizations in two states. In addition, as a Vice President and Dean of the Graduate School at Endicott College in Massachusetts and has extensive skills and experiences in proposal evaluations, interviews for and in generating proposals for state, federal and other funding sources.

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DNCR – Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Sno-Engineering, Inc. d.b.a SE Group		1.4 Contractor Address 2180 South 1300 East, Suite 430, Salt Lake City, UT 84106	
1.5 Contractor Phone Number 1-802-862-0098	1.6 Account Unit and Class 03-35-35-3515-10- 37200000-103-502664- 35T05	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$214,225
1.9 Contracting Officer for State Agency Johanna Lyons		1.10 State Agency Telephone Number 603-271-3935	
1.11 Contractor Signature  Date: 24/12/25		1.12 Name and Title of Contractor Signatory Mark D. Kane, Managing Director	
1.13 State Agency Signature  Date: 01/05/26		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner, DNCR	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: <i>Mary E. Maloney</i>		On: January 21, 2026	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

**State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation**

**Conway Branch Rail Trail
Infrastructure Assessment and Management Plan**

EXHIBIT A

Special Provision:

1. Contract Documents: The documents incorporated into this agreement consist of and are limited to the following, which are listed in the order that they shall be given precedence in the event of any inconsistencies within them:
 - a. Form Number P-37 (version 2/23/2023)
 - b. Exhibit A: Special Provisions
 - c. Exhibit B: Scope of Services
 - d. Exhibit C: Contract Price, Method of Payment, Terms of Payment.
 - e. Exhibit D: State's Request for Qualifications, dated July 16, 2025
 - f. Exhibit E: Contractor's Scope of Work, dated November 26, 2025

EXHIBIT B

Scope of Services:

Contractor, in accordance with its scope of services dated November 26, 2025, the same being fully incorporated into this agreement and attached hereto as Exhibit E, shall provide the State with the following:

1. Corridor Assessment and Visioning
 - a. Corridor Mapping
 - b. Corridor Crossing and Access Assessment
 - c. Recreational Use and Economy Assessment
 - d. Priority Segment (Ossipee Valley) Rail Infrastructure Assessment
 - e. Natural Resource Inventory
 - f. Historic District Area Form
 - g. Project Team Site Visit (3 days)
 - h. Corridor Assessment Report
2. Public Engagement
 - a. Project Website
 - b. Advisory Committee Meetings (8)
 - c. Stakeholder Engagement
 - d. Public Survey
 - e. Open House Event
3. Strategic Planning
 - a. Corridor Use and Access Alternatives
 - b. Implementation Plan for Priority Corridor Segment (Ossipee Valley)
 - c. Corridor-Wide Management Strategy
 - d. Final Report
4. Project Management

Initial: MDJ
Date: 24/12/25

The Division of Parks and Recreation agrees to the following.

1. To provide SE Group with access to the Conway Branch Corridor and provide DNCR rail adapted vehicles and operators for the three-day site visit.
2. Provide readily available, relevant studies, data and records for the Conway Branch Corridor.
3. To select the advisory committee.
4. Provide facilities (in-person and virtual) for all project meetings.
5. Provide a webpage for the project that will serve as a central location for public information.

EXHIBIT C

Total Contract Not to Exceed: \$214,225.00

Method of Payment:

Invoices shall be submitted monthly based on the completion of work scope, with such invoices to be consistent with the Schedule of Values set forth in Contractor's November 26, 2025, scope of services.

Term:

This contract shall commence upon approval of the Governor and Executive Council through June 30, 2027.

Signature: 

Email: mkane@segroup.com

Initial: MDK
Date: 24/12/25

071625

State of New Hampshire
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
REQUEST FOR QUALIFICATIONS
Conway Branch Rail Trail
Ossipee, Tamworth, Madison and Albany
New Hampshire

INVITATION

The State of New Hampshire, Department of Natural and Cultural Resources, is soliciting qualification statements from consultants to conduct an infrastructure assessment and develop a management plan to develop, manage and maintain the corridor.

ABOUT THE RAIL CORRIDOR

The railroad corridor was studied in 2004 by NH Department of Transportation, Bureau of Rail and Transit to provide an overview of the cost and feasibility of restoring rail service on the Conway Branch railroad line between Ossipee and Conway.¹

The Bureau of Rail and Transit evaluated the physical condition of the corridor and discussed the cost and feasibility of making the necessary physical improvements with the two railroads operating on the corridor and with other interested parties. This report presents cost information for each of the physical components of the rail infrastructure, and for two levels of rehabilitation: one to meet minimum standards and one that would sustain rail service for the long term. Rail was never restored on this section of corridor and in 2024 a study committee was established to make recommendations on the management of the corridor.

In January 2025 the Final Report of the HB1468 Planning Group² was issued which recommended that the highest and best use of the state-owned Conway Branch Railroad corridor was recreational use, and that the corridor would be best managed by the Department of Natural and Cultural Resources, Division of Parks and Recreation. A new advisory committee has been established to advise the agency on management plan development.

The approximately 21-mile corridor is located in four towns, Ossipee, Tamworth, Madison, and Albany, and roughly breaks down as follows, from south to north:

- Section 1: ~ 9.5 miles, starts at Rt 28 in Ossipee, ends at Rt 16 in “Ossipee Valley”. There is strong community priority in developing a 2.3-mile section in Center Ossipee initially.
- Section 2: ~7.5 miles, from “Ossipee Valley” at Rt 16 to the Route 113 intersection in Madison. North of the intersection there is a 0.13 mile (700 feet) privately owned section, formally known as the Silver Lake Railroad.
- Section 3: ~5.0 miles, from Silver Lake Railroad property to the Albany-Conway town line.

¹ <https://www.nhstateparks.org/NHStateParks/media/NHStateParks/PDFs/Committees/Conway%20Branch/conway-branch-feasibility-study.pdf>

² <https://mm.nh.gov/files/uploads/dot/remote-docs/hb-1468-final-report-dot-submitted-20250102.pdf>

INFRASTRUCTURE ASSESSMENT COMPONENTS

Infrastructure assessment includes general condition and functionality of the following.

- Bridges, including existing load rating
- Culverts & Ditches
- Road Crossings, including signage and other crossing support such as signals, pavement markings
- Rails and Ties
- Vegetation Control
- Parking options, including snowmobile and horse trailers
- Pedestrian connections

SCHEDULE

RFQ Issue Date	July 18, 2025
Qualification Statements Due	August 20, 2025
Interviews	October 3, 2025
Anticipated Project Start Date	December 15, 2025
Final Report Submission Date	October 15, 2026

OBJECTIVE AND SCOPE OF WORK

1. Establish a shared vision for the future of the Conway Branch Rail Trail corridor.
2. Provide opportunities to develop partnerships:
 - a. among local governments
 - b. between private property owners, local governments, and state agencies
 - c. between the public, private, and nonprofit sectors
 - d. with municipal/inter-municipal organizations, departments, and authorities
3. Identify links between recreational opportunity and economic prosperity related to the trail and integrate resource management and economic development sustainably.
4. Evaluate ownership and management alternatives for public access points, including shared use agreements, easements and/or acquisitions.
5. Identify funding sources for development and maintenance.
6. Develop an implementation plan for management vision.
7. Assess the rail corridor including structures to make recommendations for maintenance, construction feasibility and design work, and prioritize projects.
8. Documentation of abutter impacts to the rail corridor.
9. Conduct a Natural Resources Inventory including but not limited to identification of exemplary natural communities, priority resource areas, prime wetlands, and threatened and endangered species within the rail corridor.
10. Prepare a Historic District Area Form for the rail corridor to satisfy a Section 106 review. Consultant shall be 36 CFR Part 61 qualified.
11. Facilitate between 10-12 public meetings with the advisory committee that will be held in person.
12. Provide administrative support for public committee meetings.
13. Provide a final report.

REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS

The following information **shall** be included in each proposal:

1. A statement outlining your experience in facilitating and conducting public meetings.
2. A statement outlining your expertise in rail trail planning and/or reuse of railroad infrastructure including infrastructure assessment.
3. Resumes of key project personnel and their professional experience.
4. List of three clients references for projects similar in scope. Include the name and phone number of the contact person.
5. Provide between 1 and 3 examples of relevant work products (Internet links are acceptable).
6. Do NOT provide a cost estimate, fee schedule, or any type of price proposal at this time.

EVALUATION PROCEDURE

Qualification statements will be reviewed by a selection committee consisting of member of the project advisory committee and division staff.

Selected firms will be invited to an interview on **October 3, 2025, in Ossipee NH** at a time to be determined. The proposals will be ranked in order of preference based on the criteria listed below.

EVALUATION CRITERIA	MAXIMUM SCORE
Firm Planning Experience	30 points
Railroad Reuse and Trail Development Experience	40 points
Infrastructure Assessment Approach	20 points
References from Similar Projects	10 points
TOTAL	100 points

Planned Evaluations

The Agency plans to use the following process:

- Statements of Qualification will be scored based upon the criteria and standards contained in this RFQ and from applying the weighting in this section.
- Per RSA 21-I:22, the Agency will establish a short list of not less than three (3) firms for further evaluation.
- Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.
- Final evaluation and scoring.
- Selection of the highest scoring candidate and begin contract negotiations.

Rights of the Agency in Accepting and Evaluating Statements of Qualifications

The Agency reserves the right to:

- Make independent investigations in evaluating Statements of Qualifications.
- Request additional information to clarify elements of a Statement of Qualifications.
- Waive minor or immaterial deviations from the RFQ requirements, if determined to be in the best interest of the State.
- Omit any planned evaluation step if, in the Agency's view, the step is not needed.
- At its sole discretion, reject any and all submissions at any time; and

- Open contract discussions with the second highest scoring candidate and so on if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SUBMITTAL INSTRUCTIONS

Statements of Qualifications must be submitted in response to this RFQ by **2:00pm, Wednesday, August 20, 2025**. An electronic copy of the Statement of Qualifications, including all required attachments contained on digital media such as PDF shall be submitted with the subject line RFQ **Response: Conway Branch Rail Trail**

All inquiries concerning this RFQ, including but not limited to, requests for clarifications, questions, and any changes to the RFQ, shall be submitted via email to the following RFQ designated Points of Contact:

Johanna Lyons, Planning and Land Use Administrator
Johanna.Lyons@dncr.nh.gov
603-271-3935

CONTRACT TERMS AND AWARD

Award

This is a qualifications-based consultant selection process; candidates will be ranked in order of preference without consideration of the consultant's fee requirements. After candidates have been ranked, fee negotiations will be opened with the top ranked candidate. If agreement on the fee amount can be reached, a contract will be issued for signatures and forwarded to the Commissioner of the Department of Natural and Cultural Resources for approval. If no agreement is reached, negotiations with that candidate will be terminated and negotiations will be opened with the next highest ranked candidate. This process will continue until an agreement is reached or the Director of Parks and Recreation exercises their right to reject any and all submissions.

If the State decides to award a contract as a result of this RFQ process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

Standard Contract Terms

The successful candidate(s) will be expected to enter into a contract with the State of New Hampshire. The terms and conditions set forth in Form P-37 General Provisions are mandatory and will apply to any contract awarded to the candidate. In addition, engagement specific terms and conditions will be negotiated with the candidate and included in the final contract. For the convenience of the candidates, and reference only, Form P-37 has been included in Appendix A. Candidates shall not be required to fill in the P-37 Form until after final selection and contract negotiations are complete.

Special Terms to Be Included in A Contract Resulting From this RFQ

The following Terms and Conditions shall be included as Exhibit A – Special Provisions of Form P-37:

Consultant's Responsibilities

A. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

B. The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Department shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Department-furnished information.

C. The Consultant shall identify a representative who is authorized to act on behalf of the Consultant with respect to the Project.

D. The Consultant shall be licensed in the State of New Hampshire to perform the services described in this Agreement or shall cause such services to be performed by appropriately licensed professionals.

E. The Consultant shall coordinate its services with those services provided by the Department or the Departments other Consultants. The Consultant shall be entitled to rely on the accuracy and completeness of services and information provided by the Department and the Departments other consultants.

Department's Responsibilities

A. The Department shall provide information in a timely manner regarding requirements for and limitations on the Project.

B. The Department shall identify a representative who is authorized to act on behalf of the Department with respect to the Project.

C. The Department will review project documents for consistency with Project requirements, and that requirements are met, there are no negative impacts to the Departments operations, and that the design is in the State's best interest.

D. The Department will administer all details in connection with obtaining bids, awarding and preparing contracts, and other contract administrative work required for the Project.

Insurance

A. In addition to the Insurance provisions indicated in Articles 14 and 15 of the Agreement, the Consultant shall maintain the following insurance for the duration of the Agreement.

a. Automobile Liability covering vehicles owned and non-owned used by the Consultant with policy limits of not less than \$500,000 Combined Single Limit for bodily injury and property damage.

b. Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits not less than \$2,000,000 aggregate. The Department shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability

Miscellaneous Provisions

A. Hazardous Materials:

a. The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

b. In the event the Consultant or any other party encounters Hazardous Materials at the project site, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the Department retains appropriate specialist contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Materials, and warrants that the site is in full compliance with applicable Laws and Regulations.

B. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by Consultant under this Agreement, immediately become the property of the Department and, when completed, shall bear the Consultants endorsement. The Consultant shall surrender to the Department, upon demand at any time, or submit to its inspection any such document. The Consultant shall have the right, with the written approval of the Department, to use any of the data prepared by it and hitherto delivered to the Department at any later stage of the Project contemplated by this Agreement. Reuse of any of these documents by the State, without written permission of the Consultant, shall be at the State's risk.

C. Opinions of Probable Construction Cost: Consultants opinions of probable construction cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represents the Consultants best judgement as an experienced and qualified professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by the Consultant.

~END~

Appendix A
Tentative Schedule

1. Meeting #1 - Initial Consultant Meeting with Advisory Committee (January 8, 2026)
2. Meeting #2 - Recreational Uses (February 5, 2026)
3. Meeting #3 - Governance/Partnerships (March 5, 2026)
4. Meeting #4 - Assessment Report (April 2, 2026)
5. Meeting #5 - Funding Options (May 7, 2026)
6. Meeting #6 - Review of recommendation options for the report. (June 4, 2026)
7. Meeting #7 - Initial Draft Review & Comment (July 9, 2026)
8. Initial Draft Public Comments Due (August 1, 2026)
9. Meeting #8- Review comments and recommend changes (September 10, 2026)
10. Final Report Completed (October 15, 2026)

CONWAY BRANCH RAIL TRAIL CORRIDOR MANAGEMENT PLAN

Johanna Lyons
State Park Planning and Land Use Administrator
Division of Parks and Recreation
Department of Natural and Cultural Resources
172 Pembroke Road
Concord NH 03301
603-271-3935

11.26.2025

Dear Johanna,

Thank you for the opportunity to support the NH Department of Natural and Cultural Resources (DNCR) in planning for the development and management of the Conway Branch Rail Trail. SE Group, working with our partners HEB Engineers and The Preservation Company, is pleased to share this proposed Scope of Work and Schedule of Values for the Conway Branch Rail Trail Corridor Management Plan.

We have identified a scope of work that satisfies the objectives listed in the Request for Qualifications, including detailed infrastructure assessment, thoughtful public and stakeholder engagement, and a thorough strategic planning process. We have identified an initial proposed fee of \$214,224.87, which will allow us to fully execute this scope of work in a way that fulfills project objectives. We recognize that our proposed fee is above your initial budget target and are open to your feedback on which tasks could be removed or scaled back while still meeting project objectives.

We look forward to working together.

Mark Kane
Managing Director, Communities
SE Group
mkane@segroup.com
802.881.1989

SCOPE OF WORK

PHASE 1: CORRIDOR ASSESSMENT & VISIONING

In Phase 1, we will establish a foundation of knowledge about the current state of the rail corridor. This foundation will support strategic visioning and planning with DNCR and the CBRTAC on the needs, opportunities, and vision for the future the rail corridor.

TASK 1A. CORRIDOR MAPPING

We will create a detailed map of the trail corridor using DNCR's Railway Valuation maps. As part of the mapping process, we will document corridor widths, ownership, utilities, encroachments, crossings, and other findings of note. We will produce a CAD file with an aerial basemap, ROW lines, and labels, as well as an ESRI shapefile. No field work will be performed.

TASK 1B. CORRIDOR CROSSING & ACCESS ASSESSMENT

For all identified crossings of the corridor (e.g., roads, trails) we will perform a basic assessment. For roads, this will include road ownership, Annual Average Daily Traffic Volume (AADT) and vehicular speed data (if available), and any observed alignment/visibility challenges (identified via desktop and confirmed during Task 1G Site Visit). We will inventory potential corridor access points and document land ownership and topographic/environmental constraints.

Initial identification of trail crossings will be limited to what can be clearly identified through desktop resources. In general, road crossings and other crossings shown on Valuation Maps will be assumed to be authorized, and all other crossings will be assumed to be unauthorized unless other information is found or provided (we will request that DNCR provide any documentation of corridor crossing easements or agreements). During our site visit (Task 1G) we will document any additional observed crossings.

TASK 1C. RECREATIONAL USE & ECONOMY ASSESSMENT

In this task we will document the current and potential recreational uses of the corridor, as well as the broader community, recreational, and economic context in which the corridor exists. We will inventory nearby outdoor recreation destinations, outdoor recreation- and hospitality-focused businesses, and town centers. For potential recreational uses of the corridor, we will identify applicable case studies of other rail trails and relevant participation trend data, where available.

TASK 1D. PRIORITY SEGMENT RAIL INFRASTRUCTURE ASSESSMENT

In spring 2026 (once the corridor is free of snow) we will perform a thorough field assessment of the rail infrastructure along the 7.75-mile segment of corridor from Route 16 in "Ossipee Valley" through Center Ossipee to Route 28, including bridges and culverts. There are 5 bridges within the project area and 28 culverts. Structural assessments will include a "walk-through" site observation of each bridge. Observation will be from the ground and bridge deck. A wood testing drill will be utilized to determine the quality of the existing timbers. All water crossings are assumed to be hydraulically sufficient. No hydraulic or hydrologic analysis will be performed.

Following the completion of the assessment, we will prepare a structural assessment report and Opinions of Probable Cost (OPCs) for potential infrastructure improvements to address identified deficiencies.



TASK 1E. NATURAL RESOURCE INVENTORY

We will perform a desktop analysis to identify conservation areas, wetlands, and other sensitive ecological areas within or adjacent to the rail corridor. This desktop review will be limited to readily-available data through NH DES Land Resources Management Permit Planning Tool as well as NH Granite and ONE Stop databases. No field work will be performed.

TASK 1F. HISTORIC DISTRICT AREA FORM

We will survey the rail corridor and collect all necessary information to satisfy a Section 106 review.

TASK 1G. PROJECT TEAM SITE VISIT

We will organize a three-day visit for the consulting team and DNCR staff to traverse the corridor and perform a visual assessment of rails and ties using DNCR's UTV. We will visit road crossings and potential trail access points, and visit proximate towns and recreational amenities that could potentially connect to the corridor. This site visit will be held in spring 2026 once the corridor is free of snow and following the completion of desktop research and analysis tasks (Tasks 1A, 1B, 1C, 1E).

TASK 1H. CORRIDOR ASSESSMENT REPORT

This report will cover all findings from Tasks 1A-1G, providing clear documentation of the current status of the rail corridor.

Phase 1 Deliverables:

- Corridor Assessment Report
- Historic District Area Form
- CAD map of rail corridor

PHASE 2: ENGAGEMENT

Phase 2 of the project will commence in the early stages of the project, with initial engagement activities taking place parallel to Phase 1 assessment tasks. Through a comprehensive engagement approach, we will seek public and key stakeholder perspectives on the future of the rail corridor and work collaboratively with the CBRTAC to build a shared vision.

TASK 2A. PROJECT WEBSITE

We will create a basic interactive project website using ESRI StoryMaps. This website will provide an overview of the project, an interactive map of the CBRT corridor, and will serve as a landing page for project materials as they are developed, including surveys and interim reports.

TASK 2B. ADVISORY COMMITTEE MEETINGS

We will facilitate eight (8) meetings of the CBRTAC throughout the course of the project. The consulting team will attend all meetings virtually with the exception of an in-person kickoff meeting. This task will cover meeting time and planning, including preparation of meeting materials and coordination with DNCR. Early meetings will focus on ensuring CBRTAC buy-in and initial visioning, using facilitation exercises to build trust and shared priorities for multiple potential uses of the corridor. *We recognize that the original RFQ calls for a higher number of meetings – it is our feeling that holding a smaller number of meetings will support a strong process while making more efficient use of project resources. We would feel comfortable further reducing the number of meetings if needed to meet budget targets. See **page 7** for a list of CBRTAC meeting topics along with the proposed project schedule.*

TASK 2C. STAKEHOLDER ENGAGEMENT

During Phase 1 of the project, we will engage with key stakeholder organizations to understand their perspectives and potential for involvement in trail implementation. We anticipate engaging with the following stakeholder groups through one-on-one and small group meetings:

- **Regional Economic Development Organizations:** Regional Planning Commissions, local/regional Chambers of Commerce; Economic Development Corporations
- **State Agencies:** NH Department of Transportation (including District staff), NH Department of Economic Affairs (including the Office of Outdoor Recreation Industry Development), NH Department of Natural Cultural Resources, NH Fish & Game
- **Key Community Stakeholders:** during the course of our assessments in Phase 1, we will identify additional stakeholders where 1-1 engagement is potentially needed. This could include owners of conservation lands, businesses, and/or corridor access points. In coordination with DNCR, we will identify what outreach is needed and perform outreach.

TASK 2D. PUBLIC SURVEY

During Phase 1 of the project, we will prepare and distribute an online public survey to understand public priorities for recreational uses, corridor segments, and management strategies. The survey will be complemented by an interactive online map that displays the current rail corridor and highlights nearby amenities. We will work with DNCR and the CBRTAC to distribute the survey through a variety of local and regional channels. The survey will include questions about respondents' place of residency (e.g., zip code), allowing us to understand local priorities in addition to overall respondent sentiment.

TASK 2E. OPEN HOUSE EVENT

Following Phase 1 of the project, we will plan and host a drop-in-anytime open house event. The open house will build on the findings of Phase 1 and Tasks 2C & 2D by presenting information on corridor segment needs, costs, and opportunities. Open house attendees will be asked to provide input on priorities for recreational uses, corridor segments, and other improvements while considering tradeoffs around costs and other infrastructure investment and management considerations.

We anticipate a three-hour event to be held on a weekday during the late afternoon and early evening. The event will be facilitated by three SE Group staff and one HEB staff. We will work with DNCR and community partners to find a suitable venue for the open house event.

Phase 2 Deliverables:

- Project website
- Public survey report
- CBRTAC meeting notes
- Open house summary report

PHASE 3: STRATEGIC PLANNING

In Phase 3 we will develop durable strategies for project implementation, recreational access, and corridor management. We will work closely with DNCR and the CBRTAC to evaluate and prioritize alternatives for recreational use and access and identify suitable corridor management strategies to ensure long-term stewardship. Our final report will clearly and concisely lay out the vision and implementation strategy for this recreational corridor.

TASK 3A. CORRIDOR USE & ACCESS ALTERNATIVES

Building on the findings of Phases 1 and 2, we will identify alternatives for permitted recreational uses and associated infrastructure needs for different segments of the corridor (e.g., rail, rail trail, rail-with-trail). This will include an analysis and summary of potential recreational uses, costs, and community and economic impacts associated with each alternative, considering factors such as recreational user market, potential capital and maintenance costs, infrastructure and natural resource constraints, and access needs.

TASK 3B. IMPLEMENTATION PLAN FOR PRIORITY CORRIDOR SEGMENT

For the 7.75 mile corridor segment from Route 16 in "Ossipee Valley" to Route 28, we will develop a detailed implementation plan. This will include phases of trail infrastructure improvements and associated OPCs (e.g., trail surface, structures, road crossings), as well needed/potential access improvements and associated OPCs (e.g., parking/trailheads, trail connections, wayfinding). We will also identify any needed permitting and potential funding sources for implementation.

TASK 3C. CORRIDOR-WIDE MANAGEMENT STRATEGY

We will use the findings from Phases 1 and 2 and Task 3A to develop a corridor-wide management strategy. This will include:

- High-level recommendations for addressing infrastructure and access needs on the corridor segments that were not prioritized in Task 3A, including phasing.
- Recommendations on a corridor management structure as well as needed agreements for corridor and access areas.
- Evaluation of ownership and management alternatives for public access points, including shared use agreements, easements and/or acquisitions.
- Economic development strategies in partnership with local and regional stakeholders.
- Potential funding sources for implementation.

TASK 3D. FINAL REPORT

- Draft final report and share with DNCR and CBRTAC for review
- Finalize report with DNCR.

Phase 3 Deliverable: Final Report

PROJECT MANAGEMENT

Project management activities will include regular check-in meetings and correspondence with DNCR staff, internal task planning and coordination, management of subcontractors, and financial management of project budgets.

PROJECT SCHEDULE

TASK	01/26	02/26	03/26	04/26	05/26	06/26	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27
PHASE 1. CORRIDOR ASSESSMENT														
1A. Corridor Mapping														
1B. Corridor Crossing & Access Assessment														
1C. Recreational Use & Economy Assessment														
1D. Priority Segment Infrastructure Assessment														
1E. Natural Resource Inventory														
1F. Historic District Area Form														
1G. Project Team Site Visit														
1H. Initial Corridor Assessment Report														
PHASE 2. ENGAGEMENT														
2A. Project Website														
2B. Advisory Committee Meetings	1			2		3	4		5	6	7		8	
2C. Stakeholder Engagement														
2D. Public Survey														
2E. Open House Event (Aug. or Sep.)														
PHASE 3. STRATEGIC PLANNING														
3A. Corridor Use & Access Alternatives														
3B. Implementation Plan for Priority Segment														
3C. Corridor-Wide Management Strategy														
3D. Final Report														
PROJECT MANAGEMENT														

Advisory Committee Meetings:

- **Meeting #1: Kickoff (in-person).** This meeting will include introductions from the consulting team and CBRTAC, a review of the project roles, scope, timeline, and deliverables, and initial input on project direction from the CBRTAC.
- **Meeting #2:** Discuss Early Phase 1 Findings Report-Out + Discussion of Public Survey Rollout.
- **Meeting #3:** Report-Out Phase 1 Findings and Survey Results; Corridor Visioning Exercise.
- **Meeting #4:** Phase 3 Strategic Planning Kickoff; Determine Corridor Segment Alternatives; Discuss Plans for August Open House Event.
- **Meeting #5:** Open House Report-Out; Selection of Preferred Alternatives for Corridor Segments
- **Meeting #6:** Review Implementation Plan for Priority Segment; Discuss Management Recommendations
- **Meeting #7:** Discuss Recommendations to be Included in Final Report
- **Meeting #8:** CBRTAC Feedback on Draft Final Report

SCHEDULE OF VALUES

All work performed on this project will be billed on a fixed-fee basis. We have prepared a **not to exceed** project fee of **\$214,224.87**, which includes SE Group's fees, our subconsultants' fees and expenses, and SE Group's direct expenses. The following table presents our total project fee by task.

TASK	FEE
PHASE 1. CORRIDOR ASSESSMENT	\$86,008.17
1A. Corridor Mapping	\$9,945.80
1B. Corridor Crossing & Access Assessment	\$3,061.80
1C. Recreational Use & Economy Assessment	\$1,407.00
1D. Priority Segment Infrastructure Assessment	\$28,590.80
1E. Natural Resource Inventory	\$1,241.10
1F. Historic District Area Form	\$17,996.92
1G. Project Team Site Visit	\$15,805.20
1H. Initial Corridor Assessment Report	\$7,959.55
PHASE 2. ENGAGEMENT	\$44,797.90
2A. Project Website	\$1,241.10
2B. Advisory Committee Meetings	\$24,013.40
2C. Stakeholder Engagement	\$4,678.80
2D. Public Survey	\$4,805.60
2E. Open House Event	\$10,059.00
PHASE 3. STRATEGIC PLANNING	\$43,717.95
3A. Corridor Segment & Alternatives Analysis	\$11,242.40
3B. Implementation Plan for Priority Segment	\$7,435.60
3C. Corridor-Wide Management Strategy	\$10,192.40
3D. Final Report	\$14,847.55
PROJECT MANAGEMENT	\$35,495.85
SUB TOTAL, LABOR FEES	\$201,200.47
Expenses (Mileage, Field Equipment)	\$4,205
Contingency	\$5,000
TOTAL FEE	\$214,224.87

Note: The proposed Professional Fees have been illustrated by task to depict the sequential steps and provide context. SE Group reserves the right to reallocate fees among tasks, as needed, as long as the total project fee is not exceeded.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SNO-ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 18, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **20124**

Certificate Number: **0007361556**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of January A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Kent Sharp, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Sno.Engineering, Inc. dba SE Group, I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 6, 2022,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mark D. Kane (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Sno.Engineering, Inc. dba SE Group with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect 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 of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any 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: 12/24/2025

ATTEST: 
(Name & Title)

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Kent Sharp, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Sno.Engineering, Inc. dba SE Group. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations Mark D. Kane “Agent of the Corporation.”
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Mark D. Kane “Agent of the Corporation.”
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid
for thirty (30) days** from the date of this certificate.

DATED: 12/24/2025

ATTEST: 
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2025

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 E-MAIL ADDRESS: ADPTotalSource@marsh.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Sno-Engineering, Inc. 2180 S 1300 E STE 430 Salt Lake City, UT 84106	INSURER A: New Hampshire Insurance Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 063569332 UT	07/01/2025	07/01/2026	<table border="1"> <tr> <td>PER X STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 2,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 2,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 2,000,000</td> </tr> </table>	PER X STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
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E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																	

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

All worksite employees working for Sno-Engineering, Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Sno-Engineering, Inc is an alternate employer under this policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum.

CERTIFICATE HOLDER

New Hampshire Department of Natural and Cultural Resources Division of Parks and Recreation
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

Jo Phillips

AGENCY CUSTOMER ID: 00039612

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

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

Damage by Subcontractors exclusion does not apply

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

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

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:
If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
 - a. Prior to a loss to your Covered Property.

- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



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260

of 174

97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
- (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

a. The person or organization is only an additional insured with respect to liability arising out of:

- (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
- (2) Caused in whole or in part by your ongoing operations performed for that insured.

b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

c. The insurance afforded to the additional insured does not apply to:

- (1) Liability arising out of the sole negligence of the additional insured;
- (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:



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260

of 174

141

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

142 of 174

I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

b. Malicious prosecution or abuse of process;



260

of 174

143

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H, **Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.