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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

January 16, 2019

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a **RETROACTIVE** contract amendment with The H.L. Turner Group, Inc. (VC #156919), Concord, NH for the assessment of communications facilities on the summit of Mount Washington and recommendations for improvements by extending the completion date to July 19, 2019 from the original completion date of September 5, 2018. No additional funding is involved in this time extension. The original contract was approved by Governor and Executive Council on October 11, 2017, Item #25A. **100% Capital Funds**

EXPLANATION

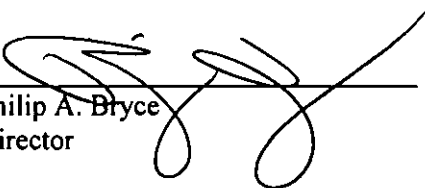
This request is **RETROACTIVE** because the consultant stopped work on the project pending resolution of a dispute over another project with the State. Recognizing work had already been started on the contract and that the information from the study is needed to support one of the agency's critical capital budget requests for 2020-2021, the Department continued to work with the consultant to get the project re-started. An agreement to resume work was eventually reached but not until after the original completion date of the contract had gone by thereby making this amendment **RETROACTIVE**.


In addition, the amendment ties future payments to the completion of project milestones as detailed in the document titled "Mt. Washington Communications Facilities Assessment Proposed Project Schedule and Fee Milestones" dated December 11, 2018. This is intended to provide a more direct relationship between measurable project progress and the proportion of the payment made.

The Attorney General's Office has approved this amendment as to form, substance and execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

Amendment of Contract

The Department of Natural and Cultural Resources and The H.L. Turner Group, Inc. hereby mutually agree to amend the contract for the Assessment of Communications Facilities on the Summit of Mount Washington and Recommendations for Improvements, originally approved by the Governor and Executive Council on October 11, 2017, Item #25A, with a completion date of September 5, 2018, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to July 19, 2019 from the original completion date of September 5, 2018;
2. Amend Exhibit B, Method of Payment, to read:

Payment shall be made in accordance to the completion of project milestones as detailed in the document titled "Mt. Washington Communications Facilities Assessment Proposed Project Schedule and Fee Milestones" dated December 11, 2018, and attached herewith.
3. Amend Exhibit B, Term, by extending the completion date to July 19, 2019 from the original completion date of September 5, 2018;
4. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
5. This amendment is subject to approval by the Governor and Executive Council.

(SIGNATURE PAGE TO FOLLOW)

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

The H.L. Turner Group, Inc.

William D. Hickey

William D. Hickey, Sr. Vice President

12/11/18

Date

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 11 day of December, before me Sara A. Ihle, the undersigned officer, personally appeared William D. Hickey, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Sara A. Ihle

Notary Public

SARA A. IHLE
Notary Public - New Hampshire
My Commission Expires September 17, 2019



My Commission Expires: September 17, 2019

Department of Natural and Cultural Resources

Sarah L. Stewart

Sarah L. Stewart, Commissioner

1/18/19

Date

Approved as to form, substance and execution:

Jill DeLew

Attorney General

1/25/19

Date

Mt. Washington Communications Facilities Assessment
PROPOSED PROJECT SCHEDULE & FEE MILESTONES
 DNCR Planning and Development Section
 December 11, 2018

Contract amendment terms agreed to and signed	Dec. 11, 2018	
Governor and Council approval	Dec. 19, 2018	
Task 3 Communications Tenants' needs		
o Comm. tenant questionnaire draft to DNCR Comm. Team	Jan. 16, 2019	
o Meeting with Communications Team	Jan. 21	
o Questionnaire edited and mailed out by	Jan. 23	\$8,000
Task 1 Survey of Yankee Building report submitted	Jan. 23	
o Old generator building foundation assessment		
o Code review of Yankee Building		
o Recommendations for long term use		
o Meeting with client team	Jan. 30	\$30,000
Task 5 Other types of communications use report submitted	Feb. 6	
o Meeting with client team	Feb. 13	\$4,500
Task 3 Questionnaire return deadline	Feb. 15	
Task 2 Fire Protection and Alarm report submitted	Feb. 20	
o Review of existing alarm system		
o Options for fire protection systems in the building		
o Testing results of existing grounding loop		
o Meeting with client team	Feb. 27	\$11,000
Task 4 Factors Affecting Radio Broadcast		
o Structural review of existing 3 towers		
o Options for new towers or new configurations of equipment		
o Client team meeting	March 6	\$24,000
Task 3		
o Tenant survey results tabulated and sent to Comm. Team	March 1	\$8,500
o Communications Team conclusions from survey results meeting	Mar.15	

Task 6 Alternatives for Yankee Building Use report submitted	April 5	
o Options for use as a communications building		
> Potential for additions		
> Potential for adding communications equipment		
o Options for use other than communications		
o Client team meeting	April 12	\$20,000
 Task 7 Cost Estimates	April 19	
o Identify feasible options from among task 6 alternatives		
o Cost estimates of alternate options		
o Cost of demolishing and removing the Yankee Building		
o Client team meeting	April 25	\$5,500
 Task 8 Overall Assessment document submitted	May 29	
o Compile information from previous tasks		
o Site visit to review and confirm information		
o Client team meeting	June 7	\$7,500
 Task 9 Draft and Final Report		
o Draft report submitted	June 14	\$21,500
o Presentation to Mt. Washington Commission (on or about)	June 21	
o Final report to DNCR	July 19	<u>\$44,951</u>
	Subtotal.....	\$185,451
	Expenses.....	\$2,185
	Total Fee.....	\$187,636

State of New Hampshire

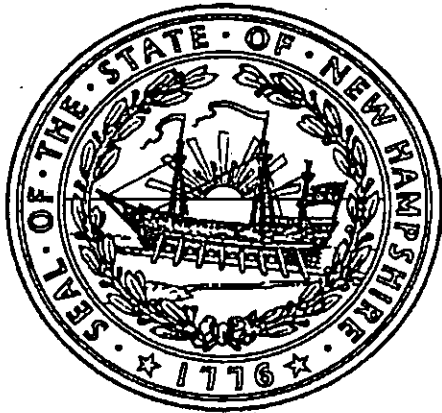
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE H.L. TURNER GROUP INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 26, 1990. 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: 151379

Certificate Number : 0004215431



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of November A.D. 2018.

William M. Gardner
Secretary of State

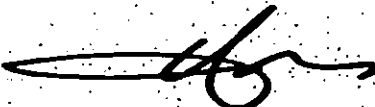
ACTION BY CONSENT
IN LIEU OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS
OF
THE H.L. TURNER GROUP INC.

Pursuant to New Hampshire Revised Statutes Annotated 293-A:8.21, the undersigned, being the sole director of The H.L. Turner Group Inc., a New Hampshire corporation (the "Corporation"), in lieu of a special meeting, hereby takes the action set forth below:

VOTED: That the following Officers and Staff of the Corporation are hereby granted the authority to sign contracts on behalf of the Corporation, binding the Corporation to the terms and conditions of said contracts.


Harold Turner, Jr.	President
Gerard R. Blanchette	Senior Vice President
William A. Turner	Senior Vice President
William Hickey	Senior Vice President
Douglas Proctor	Senior Vice President
Heidi Nadeau	EVP / CFO
Paul Becht	Vice President
Stephen Caulfield	Vice President
John Lavigne	Associate Principal

Dated: 12/11/18



Harold Turner, Jr., Sole Director

Dated: 12/11/18



Harold Turner, Jr., Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2019

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 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 Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Heidi SanSouci
	PHONE (A/C, No, Ext): (603) 641-8111 FAX (A/C, No): (603) 641-0222 E-MAIL ADDRESS: Heidi.SanSouci@FoyInsurance.com
INSURED The H.L. Turner Group, Inc. 27 Locke Road Concord NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co NAIC # 29424
	INSURER B: Hartford NAIC # 00914
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master 18/19 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 <input checked="" type="checkbox"/> SS 00 08 04 05 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0488ALH1798	12/10/2018	12/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			0488ALH1798	12/10/2018	12/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			0488ALH1798	12/10/2018	12/10/2019	EACH OCCURRENCE \$ 1,000,000 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	Y/N N	N/A	04WECR19127 3A. CT, ME, NH, VT	12/10/2018	12/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER john.buncan@dncr.nh.gov Department of Natural & Cultural Resource 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 Melissa Fini/MMELIS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2018

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: Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED: The H. L. Turner Group, Inc. 27 Locke Road Concord, NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty & Surety Co. of America A++, XV		31194
	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 - COM/PO AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Prof. Liability			106429705	1/1/2019	1/1/2020	Per Claim Limit	1,000,000
A				106429705	1/1/2019	1/1/2020	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

25A mac



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

September 29, 2017

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources to enter into a contract with The H.L. Turner Group Inc (VC #156919), of Concord, NH in the amount of \$187,636 for the assessment of communications facilities on the summit of Mount Washington and recommendations for improvements upon Governor and Executive Council approval through September 5, 2018. **100% Capital Funds**

Funding is available as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
03-35-35-350030-38900000		
17-228:1-XVIII:F Mt Washington	\$60,000	\$127,636
034-500162 Capital Projects		

EXPLANATION

The Yankee building on the summit of Mount Washington provides communications infrastructure for a large number of government and private organizations. Minimal maintenance and extreme weather conditions on the summit have taken a toll on the building. In July 2017, the Division of Parks and Recreation issued a Request for Qualifications (RFQ) (attachment #1) in order to select a firm for the assessment of communications facilities, on the summit of Mount Washington and recommendations for improvements. The bid solicitation was posted on the Division of Purchase and Property's website (RFQ FNPS 2018-02), Division of Parks and Recreation website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Two (2) firms responded to the RFQ solicitation (attachment #2).

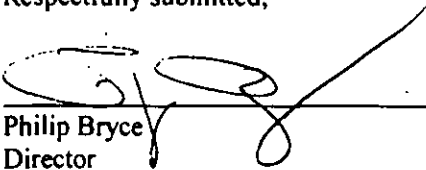
A selection committee was established to review the proposals and score them based on a pre-determined set of criteria as indicated in the RFQ solicitation. Both firms were interviewed. A tabulation of the scoring is included (attachment #3). Upon review of the proposals and evaluation of the interviews, the committee unanimously recommended The H.L. Turner Group.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,

(20)


 Philip Bryce
 Director


 Jeffrey D. Rose
 Commissioner

Department of Natural and Cultural Resources

Division of Parks and Recreation

Request for Qualification responders

The H.L. Turner Group
27 Locke Road
Concord, NH 03301
603-226-1122

AECm
13 Water Street
Newmarket, NH 03857
603-200-0096

Mount Washington Communication Facility Assessment
 Consultant Score Sheet

Scored by COMPILED SCORE

Date: AUGUST 29, 2017

attachment #3

	Max Points	HL Turner Group	AECm
Experience	20	20/19/19/18/18 17.8	15/15/15/15/15 14.8
Approach	20	16/15/15/15/14 15.0	19/19/15/17/17 17.0
Facilities Expertise	15	15/14/15/14/15 14.6	14/12/10/13/15 12.0
Communications Expertise	25	25/24/20/23/25 23.2	20/20/19/17/18 18.0
Remote Site Expertise	20	20/19/20/18/20 19.4	15/15/15/14/15 14.8
Total Points Attainable:	100	90	76.6

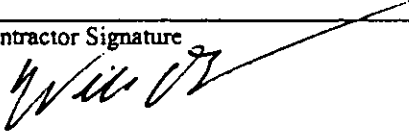
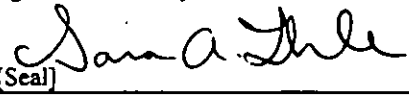
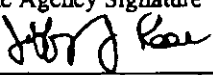
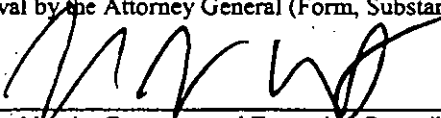
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 3001	
1.3 Contractor Name The H.L. Turner Group		1.4 Contractor Address 27 Locke Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1122	1.6 Account Number 034-38900000-500152-35B052AP	1.7 Completion Date September 5, 2018	1.8 Price Limitation \$187,636
1.9 Contracting Officer for State Agency Thomas Mansfield, Department Architect		1.10 State Agency Telephone Number 603-271-2606	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William D. Hickey Senior Vice President	
1.13 Acknowledgement: State of _____, County of Merrimack New Hampshire On: 9/21/2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
SARA A. IHLE Notary Public - New Hampshire My Commission Expires September 17, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace Sara A. Ihle Notary Public, State of New Hampshire			
1.14 State Agency Signature  Date: 10/2/17		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: n/a Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/3/2017			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials WCH
Date 9/2/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials WDH/
Date 9/21/17

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCE
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT SECTION**

**MOUNT WASHINGTON STATE PARK - YANKEE BUILDING
ASSESSMENT OF COMMUNICATIONS FACILITY
Project CAP1816**

EXHIBIT A

SUMMARY OF THE WORK: The intent of this contract is to provide the State with an assessment of the Communication Facility, also referred to as the Yankee Building, located on the summit of Mount Washington State Park in Sargent's Purchase, NH, by on or before the completion date. The contract is for Professional Architectural and Engineering Services as indicated in the Scope of Services document from H.L.Turner dated September 18, 2017. (Attached)

The contract includes:

- **Survey of the Yankee Building**
- **Analysis of Fire Protection/Fire Alarm review**
- **Analysis of Communication Tenants' Needs**
- **Analysis of Factors affecting Radio Broadcasts**
- **Analysis of Factors affecting other types of Communication use on the summit**
- **Alternatives for the Yankee Building**

The contract will result in the creation of a final report which will include overall assessment of the above research and cost estimates on findings that are deemed feasible to perform.

EXHIBIT B

Contract Price

The total contract shall not exceed \$187,636

Method of Payment

Payments shall be made monthly in proportion to the work completed and upon receipt of an itemized invoice and approved by the Project Manager.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of **September 5, 2018**.

EXHIBIT C

There are no additional provisions to this contract.

H:L Turner Group VC <156919>

The H.L. Turner Group Inc.

27 Locke Road Concord, NH 03301 t: 603.228.1122 hltturner.com

September 18, 2017

Mr. Thomas Mansfield, Department Architect
Department Natural and Cultural Resources
Division of Parks of Recreation
172 Pembroke Road
Concord, New Hampshire 03301

SUBJECT: Revised Proposal for Professional Architectural and Engineering Services
Assessment of Communication Facility Project
Summit of Mt. Washington
Sargent's Purchase, NH

Dear Mr. Mansfield:

Per your request, we are pleased to offer this revised proposal to provide professional architectural and engineering services for the assessment of the communication facility at the summit of Mt. Washington. We have broken the scope and fee down per task for your review.

SCOPE OF SERVICES

The scope is per the request for statements of qualifications issued on July 26, 2017 and our subsequent meeting to discuss the project. Our team and their roles in the project are as follows:

- **The H.L. Turner Group** – Project Management, Architectural, Structural, Mechanical, Plumbing and Fire Protection.
- **Green Mountain Communications** – Communications Assessment and Review
- **All-Points Technology Corporation, P.C.** – Structural Engineering specializing in Telecommunications
- **Lee Carroll Electrical Consultants** – Electrical and Fire Alarm Assessment
- **Mike Pelchat** – Consultant with Historical Knowledge of Mt. Washington and the Yankee Communications Building.
- **SFC Engineering Partnership** – Fire Protection and Code Consultant.

TASK #1 - Survey of the Yankee Building

We propose to visit the site to conduct an assessment of the existing building, both interior and exterior. We will review items such as roofing, siding, doors and windows, mechanical system, electrical system and interior finishes. If the weather is cooperative, we will complete infra-red photography of the existing building envelope. We will conduct a review of the channel 8 foundation. All reviews will be visual only and we do not anticipate any destructive testing. Team members included in the site visit/assessment include HL Turner, Green Mountain, All Points, Lee Carroll, Mike Pelchat and SFC.

Based on the information gathered, we will complete a set of floor plans and elevations for the building. A code review of the building will be provided. The code review will address all egress and rating requirements for the building. We will review the configuration of the existing building and how the building is currently laid out and used. We will also provide a report that outlines our findings, provides photographs of the existing condition and makes a recommendation for the long term use of the building.

TASK #2 - Fire Protection/Fire Alarm

We propose to review the existing systems for the fire alarm and review options for a fire protection system in the building. We have included SFC Engineering to assist with the options for the fire protection system.

Understanding that the building is struck by lightning a number of times a year and this has a negative effect on the fire alarm system, Green Mountain Communication will test the existing grounding loop.

As part of task #3, we will survey the communication tenants to better understand any security issues that are a concern, and we will review any protection that may be required from vandalism.

Team members included in the assessment of the fire alarm and fire protection include HL Turner, Lee Carroll, Mike Pelchat and SFC.

TASK #3 - Communication Tenants' Needs

We propose to develop a questionnaire that we will send to all communication tenants and follow up with a conference call. We will meet with local tenants' face to face (if requested) but meeting time requiring travel has not been included in the proposal. We will also review the tenant's need for back-up power and any HVAC requirements for equipment.



A summary of the communication tenants' needs and notes from each of the conference calls will be included in the report.

Team members included in the communication tenants' needs survey include HL Turner, Green Mountain, and Mike Pelchat.

TASK #4 - Factors Affecting Radio Broadcasts

We propose to review the location of the existing radio broadcast equipment including Antennas and Dishes and review the distances between the equipment.

All Points will complete a structural review the existing three towers. We will review the option and feasibility of adding a new communication tower or configuration of new towers and possibly consolidating the equipment from the existing towers onto the new tower.

Team members included in the study of factors affecting radio broadcasts include HL Turner, Green Mountain, All Points, Lee Carroll and Mike Pelchat.

TASK #5 - Factors Affecting Other Types of Communication Use on the Summit

We propose to review microwave transmission and receptions, cellular communication, two-way radio, data transport, IP availability, and GPS satellite assisted communication.

We will also review and provide an opinion of what the marketplace holds for these services and other services in the future.

Team members included in the study of factors affecting radio broadcasts include HL Turner, Green Mountain, All Points, Lee Carroll and Mike Pelchat.

TASK #6 - Alternatives for the Yankee Building

We propose to review the options for the future use of the Yankee Building, whether or not it should continue to be used for its current use, review options for other uses for the building if it is no longer to be used as the communication building, and review options for a new communications building.

We will review alternatives for an addition to the Sherman Adams building or adding communication equipment to the building.

Once task #1 is complete, we can review the feasible options to carry forward for the report and eliminate the options that are not feasible early in the process.



Team members included in the site visit/assessment include HL Turner, Green Mountain, All Points, Lee Carroll, Mike Pelchat and SFC.

TASK #7 - Cost Estimates

Based on the findings in Tasks #1 - #6, we propose to develop opinions of cost for a work that was identified as feasible. Cost will be based on in-office historical data and RS Means.

We will include an opinion of cost for the demolition and removal of the existing "Yankee" Communications Building.

TASK #8 - Overall Assessments

We propose to compile all of the tasks listed above to ensure the assessment is complete and all items have been addressed.

We also propose to revisit the site to review and confirm information in the report.

TASK #9 - Draft and Final Reports

We propose to provide a draft report for review and comment. We will also make a presentation to the Mt. Washington Commission and the Division of Parks and Recreation. Once we have received comments from all interested parties, we will provide a final report.

Our services for this project will be provided in accordance with NH Department of Administrative Services contract form P-37. The P-37 form will be prepared and furnished by the State for our review and approval.

FEE

We propose to invoice for our services on an hourly basis per the attached "Standard Fee Schedule and Payment Terms" dated January 1, 2017. Invoices will be submitted monthly.

A not to exceed budget of \$ 187,636 will be established for this project and will not be exceeded without your approval.



TASK #1 - Survey of the Yankee Building

○ The H.L. Turner Group	\$ 31,090
○ Lee Carroll Electrical Consultants	\$ 4,620
○ Mike Pelchat	<u>\$ 4,200</u>
○ SUBTOTAL	\$ 39,910

TASK #2 - Fire Protection/Fire Alarm

○ The H.L. Turner Group	\$ 2,600
○ Green Mountain Communications	\$ 3,281
○ Lee Carroll Electrical Consultants	\$ 2,310
○ Mike Pelchat	\$ 525
○ SFC Engineering Partnership.....	<u>\$ 6,300</u>
○ SUBTOTAL	\$ 15,016

TASK #3 - Communication Tenants' Needs

○ The H.L. Turner Group	\$ 8,320
○ Green Mountain Communications	\$ 9,844
○ Mike Pelchat	<u>\$ 3,675</u>
○ SUBTOTAL	\$ 21,839

TASK #4 - Factors Affecting Radio Broadcasts

○ The H.L. Turner Group	\$ 1,560
○ Green Mountain Communications	\$ 17,125
○ All-Points Technology Corporation, P.C.....	\$ 8,925
○ Lee Carroll Electrical Consultants	\$ 1,155
○ Mike Pelchat	<u>\$ 2,100</u>
○ SUBTOTAL	\$ 31,721

TASK #5 - Factors Affecting Other Types of Communication Use on the Summit

○ The H.L. Turner Group	\$ 1,560
○ Green Mountain Communications	\$ 2,100
○ Lee Carroll Electrical Consultants	\$ 1,155
○ Mike Pelchat	<u>\$ 1,050</u>
○ SUBTOTAL	\$ 5,865



TASK #6 - Alternatives for the Yankee Building

- The H.L. Turner Group \$ 24,280
- Mike Pelchat \$ 2,625
- **SUBTOTAL** **\$ 26,905**

TASK #7 - Cost Estimates

- The H.L. Turner Group \$ 6,240
- Lee Carroll Electrical Consultants \$ 1,155
- **SUBTOTAL** **\$ 7,395**

TASK #8 - Overall Assessments

- The H.L. Turner Group \$ 5,380
- Green Mountain Communications \$ 1,313
- Mike Pelchat \$ 2,100
- Lee Carroll Electrical Consultants \$ 1,155
- **SUBTOTAL** **\$ 9,948**

TASK #9 - Draft and Final Reports

- The H.L. Turner Group \$ 15,760
- Green Mountain Communications \$ 1,313
- Mike Pelchat \$ 2,100
- Lee Carroll Electrical Consultants \$ 9,240
- **SUBTOTAL** **\$ 28,413**

- Expenses \$ 2,185
Includes mileage, Auto Road fees, meals, printing and other miscellaneous expenses typically incurred on a project of this type.
- **PROJECT TOTAL** **\$ 187,636**

Please note that the total fee listed for the scope of work shown is based on the assumption that the entire project will be completed as part of this proposal. If the project is to be broken into separate tasks or not all the tasks shown are completed as part of this proposal the individual task fees may need to be adjusted to complete the necessary work.

Any additional work which may be required beyond the scope of this proposal will be performed on a negotiated basis in accordance with the attached "Standard Fee Schedule and Payment Terms" dated January 1, 2017.



SCHEDULE

We understand that the contract will be presented to the Governor and Council (G & C) on Wednesday, October 11, 2017. In speaking with the operators of the Auto Road, the proposed close date is October 22, 2017. We have asked everyone to pencil into their schedules site visits on October 12 and 13 at a minimum. If necessary, we will make site visits the week of October 16. This is assuming the Auto Road is open. If the road closes on or before October 11, we will begin our work as soon as the Auto Road opens in the spring of 2018. The final report will be delivered on or before September 1, 2018.

The schedule is based on the current workload in the office when the proposal was written. Alterations may be made to the schedule based on changes to the workload between when the proposal is sent and the notice to proceed is received.

MEETINGS

We are proposing to have a project meeting during each of the tasks listed above. We will notify and extend invitations to the Division of Parks and Recreation prior to each meeting.

Meetings will occur as necessary to ensure a successful project.

ITEMS NOT INCLUDED

- A. Fees for submissions, applications, permits, etc. to regulatory agencies.
- B. Any item not specifically identified in this proposal.
- C. More than one round of changes to the document submission as a result of the meetings identified in this proposal.

CLIENT RESPONSIBILITIES

1. To provide one point of contact as the Owner's Project Manager for the implementation of this project.
2. Provide copies of all utility bills for the previous two years.
3. Provide contact information for all communication tenants.
4. Provide access to all areas within the Yankee Building and to all other areas on site.
5. Provide a list of communication tenants'.
6. Make timely decisions during the design process in order to keep the project on schedule.
7. Provide project drawings for the existing building and/or site.
8. Attend meetings with regulatory officials, etc.



Please note that our firm can provide or coordinate these items or more, if requested as additional service(s).

CONTRACT FORM

Please sign and return these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed. Please also provide a purchase order or equivalent accounting number, if applicable, at the end of this letter in order to allow us to proceed.

In the event the Client issues a purchase order or other instrument related to the Consultant's Services, it is understood and agreed to that such document is of the Client's internal accounting purpose only, and shall in no way modify, add to, or delete any of the terms and conditions of the agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed to that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

We appreciate the opportunity to present this proposal, and look forward to assisting State of New Hampshire, Department Natural and Cultural Resources, Division of Parks of Recreation with this project.

Sincerely,

THE H.L. TURNER GROUP INC.



William D. Hickey
Senior Vice President | Principal

Accepted by:

State of NH, Division of Parks of Recreation

Date: _____

By (Signature): _____

Title: _____

Purchase Order No. (if applicable): _____

attachments





STANDARD FEE SCHEDULE AND PAYMENT TERMS

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Principal	195
Associate	160
Senior Project Manager III	130
Senior Project Manager II	120
Senior Project Manager I	100
Project Manager	90
Associate Project Manager	80
Senior Project Engineer/Architect III	130
Senior Project Engineer/Architect II	110
Senior Project Engineer/Architect I	100
Project Engineer/Architect	90
Engineer/Architect.....	80
Associate Engineer/Architect.....	70
Senior Project Designer III	105
Senior Project Designer II	95
Senior Project Designer I.....	85
Project Designer.....	75
Designer	65
Associate Designer.....	55
Technical Word Processing III	75
Technical Word Processing II	60
Technical Word Processing I	45
Technical Aide.....	35

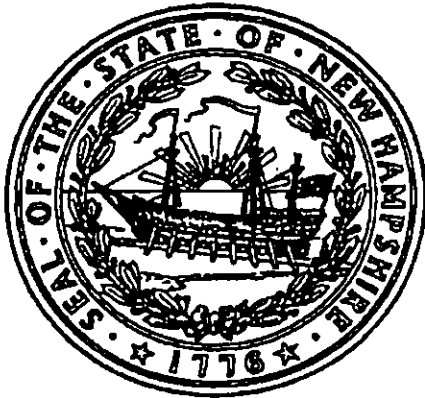
* These rates are firm through December 31, 2017. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

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 THE H.L. TURNER GROUP INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 26, 1990. 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: 151379



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of September A.D. 2017.

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

William M. Gardner
Secretary of State

ACTION BY CONSENT
IN LIEU OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS
OF
THE H.L. TURNER GROUP INC.

Pursuant to New Hampshire Revised Statutes Annotated 293-A:8.21, the undersigned, being the sole director of The H.L. Turner Group Inc., a New Hampshire corporation (the "Corporation"), in lieu of a special meeting, hereby takes the action set forth below:

VOTED: That the following Officers and Staff of the Corporation are hereby granted the authority to sign contracts on behalf of the Corporation, binding the Corporation to the terms and conditions of said contracts.

Harold Turner, Jr.	President
Gerard R. Blanchette	Senior Vice President
William A. Turner	Senior Vice President
William Hickey	Senior Vice President
Douglas Proctor	Senior Vice President
Heidi Nadeau	EVP / CFO
Paul Becht	Vice President
Stephen Caulfield	Vice President
John Lavigne	Associate Principal

Dated: _____

9/21/17

Harold Turner, Jr., Sole Director

Dated: _____

9/21/17

Harold Turner, Jr., Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2017

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 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 Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Heidi SanSouci PHONE (A/C, No, Ext): (603) 641-8111 FAX (A/C, No): (603) 641-0222 E-MAIL ADDRESS: Heidi.SanSouci@FoyInsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Casualty Insurance Co : 29424 INSURER B: Hartford : 00914 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The H.L. Turner Group, Inc. 27 Locke Road Concord NH 03301	

COVERAGES **CERTIFICATE NUMBER** Master 16/17 **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 SUBR INSD: 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 <input checked="" type="checkbox"/> SS 00 0B GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		04SBALE1798	12/10/2016	12/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired Auto (BOP) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		04SBALE1798	12/10/2016	12/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		EX 80 02 04SBALE1798	12/10/2016	12/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	04WECRI9127 3A. CT, ME, NH, VT	12/10/2016	12/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Department of Natural and Cultural Resources is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER Department of Natural and Cultural Resour 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 Melissa Fini/MMELIS
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State of New Hampshire
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

Request for Statements of Qualifications

July 26, 2017

**ASSESSMENT OF COMMUNICATIONS FACILITIES ON
THE SUMMIT OF MT. WASHINGTON
and
RECOMMENDATIONS FOR IMPROVEMENTS**

1. PROJECT BACKGROUND AND GOALS

The summit of Mt. Washington, at 6,288 feet above sea level, is the highest point in the northeastern United States. That extreme elevation is the reason why the 52 acres at the summit comprise one of New Hampshire's most spectacular state parks; it is the reason why the summit is reputed to have the world's worst weather; and it is also the reason why the site is such a desirable location for radio communications facilities.

The summit is managed in conjunction with the Mount Washington Commission established under NH RSA 227-B:6. The Commission is responsible for preparing master plans but also cooperates, consults, and advises the agency regarding the operation of the summit. The Commission is currently developing a new master plan but has identified the need for an assessment of the Yankee Building as its highest priority.

Communications equipment has been installed on the summit since the 1940s on an ad-hoc basis, within existing facilities, as space was available. Currently, there are 19 tenants leasing space from the New Hampshire Division of Parks and Recreation in a building originally built in 1941 by the Yankee Network as the transmitter building for FM Station WMNE. The tenants include both commercial users and not-for-profit public safety agencies. Their leases generate approximately \$300,000 per year for the Mount Washington Fund under the Division of Parks and Recreation.

Minimal maintenance and extreme weather conditions on the summit have taken a toll on the Yankee Building. The New Hampshire Division of Parks and Recreation recognizes that it is time to make improvements to the Yankee Building. However, before making a substantial investment of state funds, the State deems it prudent to step back, get a clear understanding of needs of communications tenants, and assess whether the Yankee Building is still the best place in which to accommodate them. That will be the goal of the study which the State intends to carry out by means of this RFQ process.

2. INVITATION TO SUBMIT A STATEMENT OF QUALIFICATIONS

Architectural and Engineering firms are invited to submit a statement of qualifications for performing a study of how best to accommodate the needs of communications tenants on the summit of Mt. Washington within Mt. Washington State Park. The study will involve developing a program of communication tenants' requirements, an assessment of the condition and suitability of the Yankee Building for communications equipment, an identification and consideration of alternate ways to accommodate communications on the summit of Mt. Washington, an assessment of the condition and suitability of the Yankee Building for alternative uses if it is not to be used for communications, and cost estimates to facilitate comparisons of the alternatives which may be identified.

3. SCOPE OF WORK

Candidate firms will submit a statement of qualifications in support of completing a project that would address the following scope of work:

- Develop a program of communications tenants' needs. Conduct interviews with tenants' representatives to compile the full range of needs to be accommodated. The needs will include requirements for both space and technical needs.
- Survey and document the existing condition of the Yankee Building
 - Assess the condition of the structure
 - Evaluate the weather tight integrity of the exterior envelope
 - Consider the interior layout of the building from a space planning perspective
 - Document the condition of the interior finishes
 - Evaluate the condition of utilities servicing the building
 - Assess the condition and adequacy of HVAC systems and plumbing facilities
 - Perform an energy audit
- Draw up building plans of the Yankee Building as necessary to illustrate existing conditions and to present proposed changes.
- Consider needs related to fire protection in summit communications facilities
 - Fire alarm system
 - Fire separation assemblies
 - Fire suppression systems
- Consider steps to be taken for security of communications facilities
 - Vandalism protection
 - How to address homeland security issues
- Possible alternatives to the Yankee Building to house communications facilities
 - New construction at the site of the Yankee Building
 - New construction at the site of the old generator building
 - Facilities incorporated into the existing Sherman Adams Visitors Center

- New construction at other locations on the summit
- Possible alternative uses of the Yankee Building to serve the public as part of the state Park.
- Consider factors affecting radio broadcasting
 - Provisions for mounting antennas
 - Microwave dish mounting and spacing
 - Equipment separation distances
 - Communications cabling systems
 - Back-up power
 - Environmental controls for heating, cooling and humidity
- Consider factors affecting other types of communications use on the summit including:
 - Microwave transmission and reception
 - Cellular communications
 - Two way radio communications in any and all bands
 - Data transport
 - IP availability
 - GPS Satellite assisted communications
- Cost Estimates
 - Renovation of the Yankee Building for improved communications use
 - Cost estimate for each alternative to the Yankee Building under consideration
 - Cost estimate for demolition of the Yankee Building
 - Cost estimate for alternative uses of building.
- Assessment of alternative options to the Yankee Building
 - Pros and cons of each option.
 - Ranking of the options in terms of the best solution for the Division of Parks and Recreation for communications tenants on the summit.
- Draft report document and oral presentation to the Mt. Washington Commission and the Division of Parks and Recreation
- Final comprehensive report incorporating comments from the Mt. Washington Commission and the Division of Parks and Recreation.

4. SCHEDULE

RFQ issue date.....	July 26, 2017
Qualifications Statement due date.....	August 17, 2017
Interviews of short listed candidates	August 29, 2017
Contract award.....	September 6, 2017
Governor and Executive Council meeting for approval.....	October 11, 2017
Anticipated project start date	October 16, 2017

Project completion date.....September 5, 2018

5. REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS

- **DESCRIPTION OF SERVICES TO BE PROVIDED:** Include a formal letter describing how the firm would carry out and manage the project, what sort of project timeline you envision, and the invoicing system and payment schedule you would propose to cover your fee. **Do not make a fee proposal in your Statement of Qualifications.** The letter should provide a written commitment to participate in the project as described in your letter if selected and it must be signed by the firm principal who will manage the project.
- **EXPERIENCE:** Provide a description of the firm's experience or the principal's experience with similar types of projects which would provide insight valuable in carrying out this project. Provide resumes of the firm members who would work on this project.
- **LIST OF PROJECTS:** Provide a list of projects completed by the firm within the last 10 years which are similar or relevant to this project.
- **REFERENCES:** Provide a list of at least 3 clients for projects of similar character or scope who will provide a reference for your firm. Include the name and telephone number (and /or email address) of the contact person.

6. INSTRUCTIONS FOR SUBMITTING A STATEMENT OF QUALIFICATIONS

- Submit 5 copies of the Statement of Qualifications to:
Division of Parks and Recreation
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301
Attention: Thomas Mansfield, Department Architect
- Email an electronic version of the Statement of Qualifications to:
thomas.mansfield@dred.nh.gov
- Statements of Qualifications should be delivered in a sealed envelope labeled:
"Qualifications Statement for Mt. Washington Communications Facilities"
- Statements of Qualifications must be received by 2:00 pm on Thursday, August 17, 2017
- For more information contact: Tom Mansfield, Tel: 603 271 2606.
Email: thomas.mansfield@dred.nh.gov.

7. EVALUATION PROCEDURE

Statements of Qualifications will be reviewed by a selection committee which will be composed of:

- The Commissioner of the Department of Natural and Cultural Resources (DNCR) or delegated representative
- Two members of the Mt. Washington Commission
- The DNCR communications manager
- The DNCR department architect

From review of the submissions received, the selection committee will designate a short list of the most suitable candidates for this project. Usually the short list has 3 candidates but the number selected is up to the committee. The short listed candidates will be invited to be interviewed. The interview date will be Tuesday, August 29 and the interviews will be conducted at DNCR's office in Concord.

Firms will be ranked by the selection committee in order of preference based on the following criteria with each category weighted in the scoring as indicated:

- | | |
|---|------------------|
| • Qualifications and experience of the project team | 20 points |
| • Proposed approach to undertaking the study, assessment, and evaluation required by this project | 20 points |
| • Expertise in facilities assessment and planning | 15 points |
| • Expertise in communications facilities | 25 points |
| • Experience with remote sites, high altitude construction, and extreme climates | <u>20 points</u> |
| max. total | 100 points |

8. AWARD OF THE CONTRACT

Since this is a qualifications-based consultant selection process, the short listed candidates will be ranked in order of preference without consideration of the consultant's fee requirements. After the 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 DNCR for approval. If the Commissioner approves and signs the contract, it will be forwarded to the Governor and Executive Council for approval after which the project can go forward. 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 the Division of Parks and Recreation exercises his right to reject any or all proposals.

The scope of work for this project as described in this document is the best current information regarding the nature of the work that will be required. However, the scope of work may increase or decrease at the discretion of the Commissioner of DNCR until a contract is signed.