



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



Joe  
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March 16, 2022

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

### **REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Office of Outdoor Recreation Industry Development to enter into a contract with SE Group (VC#380772), Burlington, VT, in the amount of \$150,000 for an Outdoor Recreation Inventory Assessment effective upon approval by the Governor and Council through June 30, 2023. 100% Federal Funds

Funds are available as follows:

03-22-22-220010-30780000  
Office of Outdoor Recreation  
102-500731 Contracts for Program Services

FY 2022

\$150,000

### **EXPLANATION**

The Department of Business and Economic Affairs' (BEA), Office of Outdoor Recreation Industry Development (ORID) was established to support New Hampshire's diverse outdoor economy. The Office is working on the development of a statewide outdoor recreation strategy by defining the impacts of outdoor recreation to New Hampshire. A major component for the strategy is to have a comprehensive inventory of stakeholders, assets, and constituents.

ORID issued a Request for Proposals (RFP) for an Outdoor Recreation Inventory Assessment on December 14, 2021. Notice was sent to eleven companies; the RFP was posted on *nheconomy.com* and *admin.state.nh.us*. Subsequently, three vendors submitted formal written proposals on January 14, 2022.

A selection committee comprised of the BEA staff and industry members (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the submission from the SE Group to be the most thorough and in line with the scope and deliverables outlined. Scoring is included as Schedule #3.

100 North Main Street, Suite 100  
Concord, New Hampshire 03301

603.271.2341

visitnh.gov [nheconomy.com](http://nheconomy.com) [choosenh.com](http://choosenh.com)

For over 60 years, SE Group has been working with public and private sector clients to deliver extraordinary experiences and enduring value through strategy, permitting, planning, and design. SE Group was founded in New Hampshire and currently headquartered in Vermont and has extensive experience working with communities, resorts, and non-profits in the outdoor recreation space in New Hampshire and elsewhere. SE Group brings a unique perspective and expertise to deliver upon the expectations outlined in the Outdoor Recreation Inventory RFP.

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

Respectfully submitted by,

A handwritten signature in dark ink, appearing to read 'T. Caswell', with a stylized initial 'T' and a long, sweeping underline.

Taylor Caswell  
Commissioner

**Department of Business and Economic Affairs  
Office of Outdoor Recreation Industry Development  
Outdoor Recreation Inventory Assessment RFP  
Written Proposal Scoring Criteria**

**Schedule #1**

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

**Technical**

- Experience and Qualifications of Key Staff and Subcontractors (30 points)
- Approach to Scope of Work (40 points)
- Creativity/Innovation (15 points)

**Cost**

- Budget Approach/Cost Effectiveness (15 points)

**Department of Business and Economic Affairs  
Office of Outdoor Recreation Industry Development  
Outdoor Recreation Inventory Assessment RFP  
Proposal Review Committee**

**Schedule #2**

Scott Crowder, Director  
Office of Outdoor Recreation Industry Development  
100 North Main Street, Suite 100, Concord, NH 03301  
603-271-4347 [scott.m.crowder@livefree.nh.gov](mailto:scott.m.crowder@livefree.nh.gov)

Scott was hired as the State of NH's first Director for the Office of Outdoor Recreation Industry Development (ORID). Scott is tasked with connecting New Hampshire's world-class outdoor assets to broad economic development strategies to elevate the outdoor recreation industry through policy, management, promotion, and coordination. Prior to this role, Scott operated businesses at the intersection of sports, tourism, and outdoor recreation.

Alexander Fries, Director  
Intergovernmental Affairs  
100 North Main Street, Suite 100, Concord, NH 03301  
603-271-0258 [Alexander.J.Fries@livefree.nh.gov](mailto:Alexander.J.Fries@livefree.nh.gov)

Alex has played integral roles within state government from Policy Advisor in the Office of Governor Chris T. Sununu to Communication Director for the Governor's Office for Emergency Relief and Recovery. Alex was recently named Director of Intergovernmental Affairs with the Department of Business and Economic Affairs and leads strategy and development for statewide economic initiatives.

Tyler Ray, Executive Director  
Granite Outdoor Alliance  
53 Technology Lane, Ste. 9 North Conway, NH  
603-728-7739 [tyler@graniteoutdoor.org](mailto:tyler@graniteoutdoor.org)

Tyler's outdoor advocacy practice draws on his 15 years of both business law experience and non-profit work and incorporates elements of consulting, event planning, marketing, and other services. His unique multi-disciplinary skill-set together with a JD/MBA perfectly aligns with the multi-faceted nature of the outdoor industry. Tyler provides practical solutions to business problems and seeks to accelerate the principles of the outdoor economy with the business and trail communities from New Hampshire and beyond.

Department of Business and Economic Affairs  
Office of Outdoor Recreation Industry Development  
Outdoor Recreation Inventory Assessment RFP  
RFP Scoring Results

Schedule #3

	SE Group	Place Dynamics, LLC	Thomas Miller & Assoc
Experience & Qualifications	29	20	21
Approach	36	31	33
Creativity/Innovation	15	10	10
Cost	8	14	6
<b>TOTAL</b>	<b>88</b>	<b>75</b>	<b>70</b>

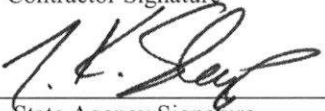
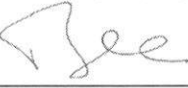
**FORM NUMBER P-37 (version 12/11/2019)**

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 Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100, Concord, NH 03301	
1.3 Contractor Name Sno Engineering Inc, d/b/a SE Group		1.4 Contractor Address 131 Church Street, Suite 200, Burlington, VT 05401	
1.5 Contractor Phone Number 802-881-1989	1.6 Account Number	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Scott Crowder		1.10 State Agency Telephone Number 603-271-2341	
1.11 Contractor Signature  Date: 03/11/2022		1.12 Name and Title of Contractor Signatory <b>Kent J. Sharp, President and CEO</b>	
1.13 State Agency Signature  Date: 3/17/2022		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: /s/ <i>Stacie M. Meeson</i> On: March 21, 2022			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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



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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## **9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

## **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

## EXHIBIT A

### SPECIAL PROVISIONS

There are no special provisions in this contract.

## EXHIBIT B


### SCOPE OF SERVICES

SE Group will conduct a statewide outdoor recreation inventory assessment. They will work to define and quantify the outdoor recreation industry in New Hampshire to support the work of the NH Office of Outdoor Recreation Industry Development.

#### Contract Deliverables:

- Define the term "outdoor recreation industry" in New Hampshire.
- Identify the following groups in New Hampshire that would be included under the above definition:
  - Employers that have direct connection to the "outdoor recreation industry" – this should include but is not limited to for-profit retailers, manufacturers, guides, resorts, and service providers
  - Trade or activity associations, conservation and stewardship organizations, and land trusts
  - Educational institutions
- Develop a comprehensive inventory of all outdoor recreation activities available in New Hampshire breaking them out by region, geography, and seasonality.
  - Inventory to include all outdoor activity locations, including natural and man-made places that facilitate these activities.
- Provide an executive summary (or infographic) that summarizes the main takeaways.
- Provide a technical report including introduction, methodology, results, limitations, and recommendations for addressing those gaps in future rounds of the study (survey instruments, implementation plan, details about the methodology in the appendices).
- Provide any secondary or primary data utilized in this project in SPSS or Excel/CSV format.
- Present the results to the New Hampshire Outdoor Recreation leaders upon request.
- Provide monthly reports.

The deadline for delivery of the finished product is June 30, 2023.

  
Initials  
3/11/22 Date

## EXHIBIT C

### SCHEDULE AND PAYMENTS


#### 1. Contract Price

The Department of Business and Economic Affairs, Office of Recreation Industry Development will pay SE Group for the performance of services set forth in Exhibit B, the total amount not to exceed \$150,000. SE Group will submit invoices documenting the work completed.

#### 2. Budget

A scope of work tasks and associated costs is as follows:

Service	Rate
Define "Outdoor Recreation Industry" for NH	\$10,000
Outdoor Recreation Inventory	\$75,000
Executive Summary Infographic	\$10,000
Technical Report	\$15,000
Presentation of Results	\$10,000
Digital Project File	\$2,000
Monthly Reports and Project Management	\$10,000
Expenses (Travel, printed material, etc)	\$3,000
Contingency	\$15,000
<b>TOTAL</b>	<b>\$150,000</b>

  
Initials  
3/11/22 Date

# 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 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: 0005689249



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of March A.D. 2022.

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, George Schmidt, **hereby certify** that I am duly elected Clerk/Secretary/Officer  
(Name)  
Of Sno.engineering, Inc. I hereby certify the following is a true of a vote taken at a  
meeting of the Board of Directors/shareholders duly called and held on March 11, 2022, at which  
a quorum of the directors/shareholders were present and voting.

**Voted:** That Kent J. Sharp, CEO & President is duly authorized to enter into contracts  
on behalf of Sno.engineering, Inc. a corporation with the State of New Hampshire and  
further is authorized to execute any documents which may in his/her judgement to be  
desirable or necessary to affect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force  
and affect as the March 11, 2022. I further certify that it is understood the State of New  
Hampshire will rely on this certificate as evidence the person listed above currently occupies the  
position indicated and that they have full authority to bind the corporation and the corporation as  
the general partner has full authority to bind the corporation to the specific contract indicated.  
This authority **shall remain valid for thirty (30) days** from the date of this Corporate  
Resolution.

**DATED:** March 11, 2022

**ATTEST:**

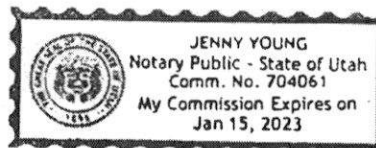
George Schmidt CFO  
(Name & Title)

STATE OF Utah  
COUNTY OF SALT LAKE

On the 11 day of March, before me Jenny Young, the undersigned officer  
personally appeared George Schmidt, known to me or satisfactorily proven to be the person whose  
name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes  
therein contained. In witness whereof, I hereunto set me hand and official seal:

Jenny Young  
Justice of the Peace / Notary Public

My Commission Expires: Jan 15 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	<b>CONTACT NAME:</b> Moody Insurance Agency <b>PHONE (A/C, No, Ext):</b> (303) 824-6600 <b>E-MAIL ADDRESS:</b> certrequest@moodyins.com <b>FAX (A/C, No):</b> (303) 370-0118																					
<b>INSURED</b> Sno-Engineering, Inc, DBA: SE Group P.O. Box 2729 323 West Main St Suite 202 Frisco CO 80443-2729	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Ohio Security Insurance Company</td><td>24082</td></tr><tr><td>INSURER B:</td><td>Ohio Casualty Insurance Co</td><td>24074</td></tr><tr><td>INSURER C:</td><td>Lloyds of London</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Insurance Company	24082	INSURER B:	Ohio Casualty Insurance Co	24074	INSURER C:	Lloyds of London		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Lloyds of London																					
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 21.22 Updated Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS58821967	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS58821967	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			USO58821967	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			AE212944	04/18/2021	07/01/2022	Each Claim \$1,000,000 Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Business and Economic Affairs (BEA) 100 North Main St, Suite 100 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 <i>Moody Insurance Agency</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive, Suite #1100  
Miami, FL 33131-4937

**CONTACT NAME:** Aon Risk Services, Inc of Florida  
**PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514  
**EMAIL ADDRESS:** ADP.COI.Center@Aon.com

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** New Hampshire Ins Co

23841

**INSURED**  
ADP TotalSource CO XXI, Inc.  
5800 Windward Parkway  
Alpharetta, GA 30005  
**ALTERNATE EMPLOYER**  
Sno-Engineering, Inc DBA SE Group  
323 W. Main St Suite 201  
Frisco, CO 80443

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 3841099**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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OTHER						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A			WC 038361529 CO	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for SNO-ENGINEERING, INC DBA SE GROUP, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. SNO-ENGINEERING, INC DBA SE GROUP is an alternate employer under this policy.

**CERTIFICATE HOLDER**

State of New Hampshire  
Dept. of Business and Economic Affairs  
300 North Main Street, Suite 100  
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

*Aon Risk Services, Inc of Florida*

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

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

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

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

Damage by Subcontractors exclusion does not apply

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

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