



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

JCR
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His Excellency, Governor Christopher Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Hampton Beach Area Commission to enter into a **Sole Source** contract with GEI Consultants, Inc. (VC #174528) in the amount of \$150,000 to study the feasibility and impacts of constructing and maintaining a pier directly south of Boar's Head in the town of Hampton, effective upon Governor and Council approval for the period of July 1, 2022 through December 1, 2022. 100% General Funds.

Funding is available in account, Hampton Beach Master Plan Fund, as follows:

03-035-035-351510-7044000-102-502674 - Contracts	<u>FY 2023</u> \$150,000
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EXPLANATION

Hampton Beach Area Commission (HBAC), enabled per RSA 216-J, was established to assist the Town of Hampton and State of New Hampshire agencies and departments in the long-range planning for the Hampton Beach area by the implementation of the Hampton Beach master plan.

The Department of Natural and Cultural Resources (DNCR) is a member of the HBAC. The DNCR Division of Parks and Recreation provides administrative assistance to the HBAC per RSA 216-J:3 and serves as the fiscal agent for the Hampton Beach Master Plan Fund, established per RSA 216-J:5.

This is a request for approval to enter into a sole source contract with GEI Consultants, Inc. to study the feasibility and impacts of constructing and maintaining a pier directly south of Boar's Head in the town of Hampton.

In April, the Governor and Council approved a contract (Thank You) for the Hampton Beach Area Commission (HBAC) to GEI Consultants from Portland, Maine to complete the Coastal Resilience and Environment Update to the HBAC Master Plan.

GEI is an Engineering firm that has more than 1000 staff of engineers and scientists in 44 offices nationwide and over 34 years of regional waterfront planning and design experience. Their scope of work includes master planning for recreational and working waterfront sites, resilience studies to assess the impacts of climate change and sea level rise, municipal harbor planning and capacity analysis, invasive species management plans, living shoreline projects, and detailed design of piers, access facilities, marinas, and passenger vessel facilities. The GEI waterfront engineers specialize exclusively in harbor and waterfront.


Most recently the NH legislature passed SB346 a bill that directs HBAC to study the feasibility and impact of building a pier south of Boars Head in Hampton and makes an appropriation of \$150,000 for the study. As standard in the second year of the session, it requires that the report be submitted by November 1, 2022.

Due to the shortened timeline, we are asking you to approve a sole source contract for GEI Consultants. They are currently working with us to update the environmental components of the HBAC Master Plan. In addition to having a deep bench of qualified engineers they also work with the community. On their first visit to Hampton Beach, they had individual meetings with the Town Planner, Government/Town Manager and Department Heads; Toured with Public Works Deputy Director identifying flooding areas and issues of the beach; Hampton Village District Commissioners and beach area residents that included the historian and fisherman; Beach businessmen and women; and Hampton Planning and Zoning Board members plus Conservation Coordinator and Regional Planning Director before attending HBAC monthly meeting for a dialogue about the Master Plan project.

The sole source contract will allow engineers to begin work immediately add the maximum amount of time to produce a quality product.

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

Respectfully submitted,



Nancy F. Stiles
HBAC Chair

Concurred,



Sarah L. Stewart
Commissioner

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 Hampton Beach Area Commission		1.2 State Agency Address 100 Winnacunnet Rd., Hampton, NH 03842	
1.3 Contractor Name GEI Consultants, Inc		1.4 Contractor Address 400 Unicorn Park Drive, Woburn MA 01801	
1.5 Contractor Phone Number 781-721-4000	1.6 Account Number 70440000-502674	1.7 Completion Date December 1, 2022	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Nancy Stiles, HBAC Chair		1.10 State Agency Telephone Number 603-918-0553	
1.11 Contractor Signature <i>Lissa Robinson</i> Date: 5/31/2022		1.12 Name and Title of Contractor Signatory Lissa Robinson, Vice President	
1.13 State Agency Signature <i>Nancy Stiles</i> Date: 5/31/2022		1.14 Name and Title of State Agency Signatory Hampton Beach Area Commission Chair	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Michael Haley, Assistant Atty. Gen.</i> On: 5/31/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2005/10/12

Amorpha fruticosa, pink flowers

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 with this contract

Exhibit B Scope of Services

SCOPE OF WORK

Assumptions:

- Limits of project are within the Hampton Beach Area with specific focus south of Boars Head
- ADA access to the water is priority number one.
- The project will study and seek to identify anticipated local impact through a public meeting process.
- HBAC will provide any known studies relative to this new project, any impacted work currently going on, information on parking restrictions in the neighborhoods, etc.
- No specialized environmental studies will be required (i.e., shellfish surveys, habitat characterizations, sediment sampling, etc.). Habitat identification will be completed from desktop review of published data from State and Federal agencies.
- HBAC will identify a Pier Advisory Committee (PAC) composed of stakeholder groups to be available to the consultant to provide local input.

TASK 1: EXISTING SITE ASSESSMENT

Task 1.1 – Review of Existing Information

- Collect and review available existing information.
 - Site tidal data
 - FEMA flood mapping
 - Site environmental data from public domain sources
 - Regulatory data including zoning and land use restrictions, and setbacks
 - Environmental regulatory requirements for construction
 - Potential sea level rise and storm surge risk factors and impacts
 - NOAA nautical chart information
 - Site conditions
 - Accessible route locations
 - Shoreline revetment
 - Public facilities and features
 - Parking
 - Utilities
 - Summary of 3 existing pier projects on east coast with similar features to those contemplated by HBAC

Task 1.2 – Kick Off Meeting and On-Site Inspection

- Meet with HBAC to review unique aspects of site and desired project goals

- Desired use of facility is for the walking disabled, possible fishing, safety for all tourism use and lifeguard access.
- Perform on-site inspections including:
 - Photo documentation of project area through on-the-ground site walk and drone flight to capture high-resolution aerial imagery
 - Limited field verification of existing conditions
 - Minimum of 3 in-person follow-up phone/video interviews with PAC

Task 1.3 – Existing Conditions

- Submit a draft written memorandum summarizing existing information findings, including considerations for recommended construction and pier location
- Attend a meeting in-person with HBAC to review the memorandum and prioritize a location for the pier, which may include a second site visit as part of this meeting.
- Provide a final memorandum summarizing existing information findings.

TASK 2 – DRAFT ASSESMENT

Task 2.1 – Base mapping

- Prepare a site condition plan to include:
 - Aerial imagery
 - Topographic data (LiDAR contours, prior site plans, etc.)
 - Tax map parcel data (and/or boundary survey plans/deeds if readily available)
 - FEMA Flood data
 - State and Federal environmental data (endangered species, geology, sea level rise predictions, etc.)
 - County level soil survey data
 - Utilities (based on readily available data from local provider/prior developed plans)
 - NH DOT Route 1A plans
 - NOAA Nautical Chart data
 - Bathymetric survey (Vertical datum to be NAVD88 and horizontal datum referenced to State Plan coordinates)
 - Perform bathymetric survey out to 100' beyond the edges of the conceptual pier layout. Bathymetric survey will define seabed topography, highest annual tide line, observed high and low water, Mean Higher High Water and Mean Low Lowest Water.

Task 2.2 – Design Basis Memorandum

Prepare a draft written design basis memorandum for HBAC review. The design basis memorandum shall identify:

- Project goals, PAC and public input
- Existing conditions
- Site opportunities and constraints
- Conceptual options for pier location
- Potential site features
- Design criteria including:
 - ADA requirements

- On shore connections
- On shore access and parking
- Code requirements
- Regulatory agency requirements and anticipated permits
- Life safety rescue vessel sizes and drafts
- Vehicle or other live and surcharge loads
- Pier buildings and amenities
- Loading unloading uses and methods
- Fendering and mooring requirements if applicable
- Vessel access
- Tidal datum
- Summary of available soils/subsurface information with recommendations for future geotechnical exploration to define design-level subsurface conditions.
- Potential impact of future sea level rise and storm surge
- Life safety equipment
- Lighting
- Utility requirements
- Wind/Wave regime including baseline assessment of wind exposure and significant wave heights from available NOAA buoy data in the vicinity.
- Structure length and water depths
- Proximity to other public facilities
- Summary of findings and any recommendations
- Identification of additional investigations if applicable s(i.e., geotechnical investigations, wind/wave analysis, coastal processes analysis to understand beach scour and erodibility)
- List of project references for similar beach-based piers to provide examples of design precedents.

Task 2.3 – Conceptual Design and Planning Level Implementation Cost Estimates

- Develop draft concept layouts and cost estimates (up to three concepts) for PAC and HBAC review
- Identify general materials and construction types suitable to the proposed conditions
- Attend an in-person meeting with HBAC to review the draft design materials and receive comments
- Revise draft materials and provide HBAC with updated materials for stakeholder review and comment.
- Prepare photo simulations for the concept alternatives and gather feedback
- Facilitate meeting with PAC/public forum to review the concept alternatives and gather feedback
- Review input with HBAC and identify prioritized concept plan option
- Develop initial assessment of construction costs, potential regulatory impacts, estimated maintenance scope and frequency and potential costs

TASK 3 – FINAL ASSESSMENT

Task 3.1 – Final Assessment Materials (Design Basis Memorandum, Preferred Concept Plan and Planning Level Implementation Cost Estimates)

- Prepare final preferred concept plan and typical cross sections for the prioritized concept plan and update the design basis memorandum and planning level implementation cost estimate. The final design basis memorandum recommendations will identify.
 - Pier layout, dimensions, materials, and other typical details
 - Updated photo -simulations to depict the preferred options
 - Regulatory constraints
 - Estimated costs of construction
 - Anticipated life cycle, operations and maintenance costs
 - Additional implementation costs (survey, site assessments, design, permitting, construction and contingencies)
 - Potential implementation funding sources
 - Requirements for routine inspection and maintenance
 - Potential implementation schedule

The final assessment will also include documentation of all meetings and input collected, as an appendix to the design basis memorandum.

Task 3.2 – Final Assessment Presentation

- Prepare a presentation summarizing all work of the project and present to HBAC for final plan adoption.

Deliverables:

- ✓ All project submittal materials will be provided to HBAC in electronic (PDF) file format PRIOR to November 1, 2022.
- ✓ HBAC will be responsible to forward this report in both electronic and hard copy format to the Speaker of the House of Representatives, the President of the Senate, the House Clerk and the Senate Clerk, the Governor and the State Library on or before
- ✓ November 1, 2022.

Exhibit C Method of Payment and Contract Price

The contract price is not to exceed \$150,000. Payment will be made by invoicing based on percent completion as the tasks outlined are completed.

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Jon B. Mahoney, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
GEI Consultants, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on May 16, 2018,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lissa Robinson, Vice President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

GEI Consultants, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: May 31, 2022

ATTEST: J. Mahoney - Clerk
(Name & Title)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEI CONSULTANTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 02, 1983. 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: 73667

Certificate Number: 0005675071



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: GEI CONSULTANTS, INC.	Business ID: 73667
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 11/02/1983	Name in State of Incorporation: GEI CONSULTANTS, INC.
Date of Formation in Jurisdiction: 11/02/1983	
Principal Office 400 Unicorn Park Drive, Woburn, MA, Address: 01801, USA	Mailing Address: 400 Unicorn Park Drive, Woburn, MA, 01801, USA
Citizenship / State of Incorporation: Foreign/Massachusetts	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: CLS- CTARMSevidence@wolterskluwer.com	Phone #: NONE
Notification Email: CLS- CTARMSevidence@wolterskluwer.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Engineering Services
2	OTHER / CONSULTING ENGINEERING	

Principals Information

Name/Title	Business Address
Ronald P. Palmieri / President	400 North Lakeview Parkway, Suite 140, Vernon Hills, IL, 60061, USA
Dan Kopcow / Vice President	400 Unicorn Park Drive, Woburn, MA, 01801, USA
Ben Lavon / Vice President	400 Unicorn Park Drive, Woburn, MA, 01801, USA
Joe Engels / Secretary	400 Unicorn Park Drive, Woburn, MA, 01801, USA
Thomas W. Kahl / Treasurer	400 Unicorn Park Drive, Woburn, MA, 01801, USA

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Registered Agent Information

Name: C T Corporation System

Registered Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
GEI CONSULTANTS (/online/BusinessInquire/TradeNameInformation? businessID=252976)	120998	Expired
GEI CONSULTANTS (/online/BusinessInquire/TradeNameInformation? businessID=35406)	124957	Expired
GEI Consultants (/online/BusinessInquire/TradeNameInformation? businessID=510962)	686097	Active

Trade Name Owned By

Name	Title	Address
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Trademark Information

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

[Filing History](#)

[Address History](#)

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

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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 MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.certrequest@Marsh.com	CONTACT NAME: Alicia M. Lynde PHONE (A/C, No. Ext): 860-709-7498 FAX (A/C, No.): E-MAIL ADDRESS: Alicia.M.Lynde@marsh.com
INSURED GEI Consultants, Inc.(2900) 5 Milk Street Portland, ME 04101	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA INSURER B: N/A INSURER C: All Insurance Co INSURER D: Allied World Surplus Lines Insurance Company INSURER E: Allied World Assurance Company (U.S.) Inc. INSURER F:
CN102051728-CODwo-GAWUP-22-23	NAIC # 19445 N/A 19399 24319 19489

COVERAGES **CERTIFICATE NUMBER:** NYC-011287136-02 **REVISION NUMBER:** 2

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	ADDITIONAL SUBROGATION 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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	GL 518-02-76	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	CA 296-17-05 (AOS) CA 296-17-04 (MA) \$5,000 Medical Payments - ea.person	03/01/2022 03/01/2022	03/01/2023 03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$250/\$250
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A C	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	WC 012-01-6047 (AOS) WC 012-01-6046 (CA)	03/01/2022 03/01/2022	03/01/2023 03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	A&E CONTR. PROF. LIAB.		0312-7531	03/01/2022	03/01/2023	Each Claim / Aggr. 5,000,000
E	CONTR. POLLUTION LIAB.		0312-7536	03/01/2022	03/01/2023	Each Claim / Aggr. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GEI Proposal No. 2200318 (T. Pryor).

CERTIFICATE HOLDER Dept of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>Marsh USA Inc.</i>
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