



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

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June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Tighe & Bond, Inc. (VC #223259), Portsmouth, NH in the amount of \$608,800 to perform an environmental and facilities inspection and produce a final recommendation report on Mt. Washington State Park in Sargent's Purchase, NH effective upon Governor and Council approval through October 31, 2025. 100% Capital Funds.

Funding is available in account, L23:1X14-Mt. Washington Summit Study, as follows:

03-035-035-350030-58860000-034-500152 – Capital Projects	<u>FY2024</u> \$608,800
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EXPLANATION

The Division of Parks and Recreation manages Mt. Washington State Park in Sargent's Purchase, NH with the assistance of the Mount Washington Commission. The Commission completed a Master Plan on October 22, 2023, which requires that an assessment be conducted and recommendation for improvements be made and used as a baseline and resource for planning.

On November 15, 2023, a Request for Qualifications (RFQ) for performing an assessment of Mt. Washington State Park, please see the attached RFQ was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Statements of Qualifications from 7 firms were received by December 13, 2023. Three firms were interviewed on January 11, 2024 and January 12, 2024, and were scored based on the evaluation criteria included in the RFQ. Attached for your information is a summary of the firm evaluation scores for this project along with a list of the Selection Committee members. The fees, \$608,800 in total, were not contemplated for the purpose of award; Tighe & Bond, Inc. and the Selection Committee successfully negotiated this price limitation, following Tighe & Bond, Inc.'s selection as the highest scored respondent.

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

(15M)

Respectfully submitted,

Concurred,

Brian J. Wilson
Director

Sarah L. Stewart
Commissioner

Mt. Washington RFQ Submission Scoring Totals

Evaluation Criteria	Company Name of Firms Interviewed							Total Available Points
	CRO	Barton & Loguidice	GZA	Placework	SE Group	Snohetta	Tighe & Bond, Inc.	
Qualifications and experience of the project team	144	156	143	135	151	163	163	175
Proposed approach to undertaking the study, assessment, and evaluation required by this project	136	161	135	127	129	143	161	175
Expertise in facilities assessment and planning	120	132	122	111	120	128	136	140
Expertise in recreational planning	65	57	39	55	60	56	54	70
Expertise in environmental assessments and planning	112	131	127	114	116	127	133	140
Total points	577	637	566	542	576	617	647	700

The Selection Committee consisted of Sarah Stewart, Department of Natural and Cultural Resources Commissioner; Brian Wilson, Division of Parks & Recreation Director; Albdios Fioravante, Capital Projects Administrator; Seth Prescott, Project Manager III, Sabrina Stanwood, Natural Heritage Bureau Administrator; Patrick Hummel, Mt. Washington State Park Manager; and Robert Kirsch, Mt. Washington Commission Vice-Chair. The Selection Committee was compiled based on their environmental and professional expertise as well as their knowledge and familiarity of the project and project site.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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


6/18/24

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials
Date

[Handwritten Signature]
6/18/24

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials
Date

[Handwritten Signature]
[Handwritten Date: 6/24/24]

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
Mt. Washington State Park Summit – Assessment

EXHIBIT A – SPECIAL PROVISIONS

The form P-37 shall be supplemented by the following paragraphs following paragraph 26.

27. ORDER OF PRECEDENCE

All transactions under this Agreement shall be governed by the following documents:

- 27.1.1 The P-37 General Provisions as modified by Exhibit A;
- 27.1.2 Exhibit B
- 27.1.3 Exhibit C
- 27.1.4 Exhibit D

All of the foregoing documents are hereby incorporated herein by reference and together constitute the entire agreement between the State and Contractor. Any conflict between the terms and conditions of the foregoing documents will be resolved in the order of precedence (in descending order) in which they are listed above.

28. CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

29. STATE'S RESPONSIBILITIES

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

Contractor Initials 

Date 6/18/24

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

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

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

30. ADDITIONAL PROVISIONS

30.1 Hazardous Materials:

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

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

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

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

Contractor Initials

Date

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6/18/24

EXHIBIT B – SCOPE OF SERVICES

Tighe & Bond, Inc. (hereinafter referred to as the “Contractor”) hereby agrees to provide the State of New Hampshire (hereinafter referred to as the “State”), Department of Natural and Cultural Resources, with a Mount Washington State Park Summit Assessment in accordance with the proposal submission provided in response to the Request for Qualifications, dated November 15, 2023, and attached as Exhibit D.

The Scope of Work is included in Exhibit D and is incorporated into this Agreement by reference. Successful completion of this project will result in an assessment (“Assessment”) with recommendations for improvement for Mt. Washington State Park, Sargents Purchase, NH. Contractor will provide the Assessment described in Exhibit D and then identify ways to implement certain deliverables in the Master Plan consistent with the Assessment. The Assessment may provide a brief narrative chronicling facility development and operational management of the summit based on information obtained from the Mount Washington Commission, its members, or the public.

As part of the Scope of Work, the Contractor shall also:

- A. Examine damage to and deterioration of the environment including, but not limited to:
 - a. An analysis of contaminated groundwater and soils around the Summit.
 - b. An analysis of damage to and options for restoring alpine flora.
 - c. Recommended steps to be considered under the goals of the Master Plan considering the anticipated consequences of climate change; and,
 - d. Identification of other environmental considerations.
- B. Review prior recommendations related to protecting flora and fauna and information from the N.H. Natural Heritage Bureau (NHB) database.
- C. Conduct a building survey and an infrastructure survey.
- D. Identify opportunities to address damage to and deterioration of the Summit environment, including stressed or damaged vegetation and impacts of invasive species.
- E. Identify opportunities to enhance the protection of the fragile alpine ecosystem at the Summit through pathways, trails, and signage.
- F. Complete a visitor use survey.
- G. Recommend ways to minimize negative environmental consequences of existing and future structures while balancing ongoing needs, considering other objectives such as the creation of important historic depictions, and meeting the objectives of the Master Plan while keeping in mind that the Master Plan does not prohibit new structures; however, it embodies a commitment to minimize and mitigate environmental damage when performing necessary construction, repairs, or maintenance.
- H. Identify opportunities to make new structures even less impacting than previous structures such that construction could promote positive environmental changes.

Contractor Initials

Date


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- I. Recommend management practices and improvements to conserve resources.
- J. Recommend ways to reduce the visual impact of fuel tanks.
- K. Determine how much fuel is needed at Mount Washington State Park and provide a cost estimate for acquiring new tanks that are sized appropriately.
- L. Evaluate the foundation of the former generator for possible re-use in the context of a long-term plan for Summit structures or recommend manner of removal if there is no use.
- M. Recommend ways to ensure that the Summit is accessible and inclusive for all persons to the extent practicable.
- N. Recommend how to properly provide an up-to-date communications and maintenance facility. DNCR has a plan for the Yankee Building which can be provided upon request and/or will be provided to the awardee.
- O. Recommend use of conservation, utilization, and reclamation technology at the Summit.
- P. Recommend ways to ensure that Summit facilities are sufficient to preserve the Summit environment and provide for the needs of the visiting public.
- Q. Evaluate restroom facility needs using data and accounting from summit partners.
- R. Recommend protective and energy efficient features that could be incorporated into Summit structures to reduce intrusion into visitors' Summit experiences and the environment.
- S. Recommend how to incorporate energy and resource efficient technologies that are consistent with the preservation of historic settings, Summit equipment, facilities, and infrastructure.
- T. Identify ways to encourage lowest possible net emissions and ways to become compatible with energy certifications or the equivalent.
- U. Identify ways to incorporate renewable energy sources consistent with Master Plan objectives.
- V. Assess current visitor services facilities, their carrying capacity, and the carrying capacity of the Summit generally.
- W. Estimate capital investment needed to accomplish recommendations.

Contractor Initials

Date


12/18/21

EXHIBIT C – PAYMENT TERMS

Contract Price:

Total contract shall not exceed: \$608,800

Method of Payment:


Payments shall be made monthly based on completed items in the Scope of Work and detailed in the Contractor's proposal by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term:

This contract shall commence upon approval of the Governor and Executive Council with a project completion date of October 31, 2025.

Contractor Initials

Date


6/19/24

PROJECT BACKGROUND AND UNDERSTANDING

The Mount Washington State Park ("Summit") is one of the nation's most well-known mountain destinations, both as the highest mountain in the Northeast and for its notoriously unpredictable weather. Known by the indigenous peoples of the region as "the place of the Great Spirit", its rich history includes the first reported ascent to the top in 1642, and the oldest continuously maintained hiking path in the United States, Crawford Path, laid out in 1819. The Summit became a state park in 1964, encompassing 52 acres of land and various built facilities and infrastructure. Since then, it has established its standing as a must-see destination for hundreds of thousands of visitors that arrive every year via hiking trails, the Auto Road or by the historic Cog Railway.

The Summit is a resource with premier recreational, cultural, and economic importance; however the cumulative human impacts have taken a toll on this harsh alpine setting. This has necessitated planning efforts by the State and its Summit partners, aiming to balance the competing goals of preservation and protection of the alpine environment, with the desire for sustained tourism, recreation, and fiscal responsibility.

The NH Division of Parks and Recreation ("DNCR") is responsible for the overall management of the Summit, along with advising and assistance from the Mount Washington Commission ("Commission"). The Commission, by law, prepares a Master Plan every 10 years; the most recent Mount Washington Master Plan was completed in 2022 and accepted by Governor Sununu in January 2023.

The purpose of the Master Plan is to enhance the opportunities for visitors to experience its unique environment, enable the success of all Summit Partners, while also ensuring that the summit's natural resources are protected. This will be achieved by:

- Maintaining a high-quality mountain experience that respects the Summit's unique qualities,
- Actively stewarding the summit's flora and fauna, its facilities and history, and,
- Consciously aligning the capacities of the summit environment and infrastructure with the number of expected or permitted visitors each year.

It is with this foundation in place that our team will approach the Summit Assessment Project. The Assessment will benefit from DNCR, Summit Partners, and community input, and become a valuable resource for future planning and implementation of Summit projects.

SUMMIT ASSESSMENT GENERAL APPROACH PRINCIPLES

The goal of the Summit assessment ("Assessment") is to examine existing conditions, establish a baseline and resource for future planning, and provide recommendations in coordination and consultation with the DNCR. Embarking on this journey together, our team will apply the following guiding principles as we approach the Assessment:

1. **Rely on robust collaboration between DNCR, Summit Partners, and our Consultant Team.** As a working partner to DNCR, we will draw from your institutional knowledge, as well as our technical expertise and planning skills.
2. **Consider the past, present, and future.** We will first need to understand what influenced the prior plans, what is working and not working now, and how we can meet the needs of the future.

3. **Draw from a concise and targeted community engagement process.** A plan that responds to the needs and desires of Summit’s visitors and various stakeholders will have the best chance of attracting widespread support for implementation.
4. **Unify multiple opportunities in creating a compelling vision** to serve as an implementation tool.

The foundations of our approach will be the collaboration with the DNCR and its Summit partners who frequently visit, work, and even live at the Summit and can provide a wealth of knowledge and information on its facilities, operations, needs, and desires. Our role will be to contribute multi-disciplinary expertise in gathering, compiling, and distilling large quantity of information into concise and targeted assessment summaries; and based on that assessment, to identify opportunities for improvement and implementation.

COLLABORATION PROCESS

The project will involve ongoing collaboration between Tighe & Bond and DNCR, supplemented with involvement and input from DNCR’s Summit partners and other stakeholders.

- The Tighe & Bond Project Team is composed of in-house specialists and consultants as described in our Qualifications package. The Tighe & Bond team will provide two Project Co-Managers to facilitate the concurrent work on the Environmental Assessment and Facilities Assessment.
- The DNCR Project Team consists of the DNCR Project Manager as well as select DNCR staff. We will coordinate with the DNCR Project Team to facilitate all phases of the work. All Team communication will be through the DNCR project manager.
- Project Advisory Committee: We assume that the DNCR will create a Project Advisory Committee including representatives from the Mount Washington Commission, NH Natural Heritage Bureau (NHB), the NH Fish & Game Department (NHFG), Summit facilities tenants and other stakeholders. We will collaborate with this group at key times and milestones throughout the Assessment process to gather information, present findings, receive feedback, and discuss priorities as they relate to the recommendations.
- Deliverables: We will provide deliverables to DNCR as described in the Scope of Work section. DNCR will facilitate review of the relevant deliverables by appropriate parties. A two-week period is assumed for review and approvals for each significant deliverable.

PROJECT MEETINGS

Project meetings will involve the initial Kickoff meeting, regular coordination meetings between the DNCR and Tighe & Bond Project Managers, periodic meetings with the wider DNCR and Tighe & Bond Project Team, and Project Workshops with DNCR and the Advisory Committee.

- Project Kick-off Meeting: we assume that the initial two (2) hour meeting will be held in person. For details on meeting content see the Project Task Organization section.
- Regular Coordination Meetings between the DNCR and Tighe & Bond Project Managers will occur bi-weekly (every other week), remotely via MS Teams. These meetings will be to discuss project status, schedule, upcoming milestones, facilitation of the consultant's work, and action items. Other team members may be invited to attend as

required. For budgeting purposes, we have assumed a limited number of additional, interim consultant coordination meetings, necessary to facilitate the coordinated assessment.

- Site Visits and Information Gathering Meetings to obtain the information needed for the Inventory and Assessment: We assume that the DNCR will help facilitate the meetings between the Tighe & Bond project staff and the relevant Summit staff.
- Presentations to the DNCR Project Team: We will present the project progress and deliverables as described in the Scope of Work section, gather feedback from the DNCR, and revise the materials prior to sharing the work with the Advisory Committee. The presentations may be held remotely or be included as part of the Project Workshops, see below.
- Project Workshops: The intent of these meetings is to present project findings to the DNCR and Advisory Committee and facilitate a discussion to inform the project work and the recommendations. These working sessions may be held remotely or in person. We assume that the project will involve topic-specific sessions such as the Visitor Survey, Sustainability, Environmental Assessment, and Facilities Assessment.
- Public Meeting Presentations: In conjunction with the Mount Washington Commission Meetings, we will present the Summit Assessment Project in a series of 4 public meetings as the project progresses, starting in the early phases to allow the Commission and the public to hear and support the direction of the Assessment as it begins. Public meeting presentations will also be designed to facilitate public engagement and provide a platform for the public to comment on the Assessment.
- Tighe & Bond will prepare meeting agendas and presentation materials as required to facilitate the project meetings, presentations, and workshops. We will provide meeting summaries organized by topic of discussion and with action items.

Coordination meetings, presentations, and workshops are incorporated into the topic-specific phases outlined in the proposed scope of work.

PROJECT TASK ORGANIZATION

The Assessment project is organized into 6 phases, some of which are concurrent.

- Phase 1 – Project Startup
- Phase 2 – Visitor Survey (concurrent with Phase 3 & 4)
- Phase 3 – Environmental Inventory and Assessment (concurrent with Phase 2 & 4)
- Phase 4 – Facilities Inventory and Assessment (concurrent with Phase 2 & 3)
- Phase 5 – Draft Recommendations
- Phase 6 – Final Recommendations and Report

Below is a detailed description of tasks and deliverables for each phase.

SCOPE OF WORK

PHASE 1- PROJECT STARTUP

In this phase we will focus on gathering background information and prior studies as a starting point and introduction to the study subjects. We will utilize existing GIS resources to create working base maps for the environmental assessment; and will use building records to prepare base plans for documenting the facilities assessment. We will compile these resources into a Procore Project Site so that they can be accessed and shared among the team members.

1.1 Kickoff Meeting

- a. The Tighe & Bond Project Team will facilitate introductions, clarify roles and the day-to-day communication and collaboration strategy, review the overall project objectives, schedule, and key milestones.
- b. We assume that the kickoff meeting will include the Tighe & Bond Project Team and the DNCR Project Team.
- c. Tighe & Bond will prepare a meeting agenda and we will provide a meeting summary with action items to be distributed to the Project Team.
- d. We will discuss deliverables: reports, format for delivery, interactive media, and GIS products.
- e. We will discuss the schedule and key milestones for Public Meeting Presentations.

1.2 Compile Prior Records

- a. Tighe & Bond utilizes Procore, an online based platform that will allow the DNCR and the Tighe & Bond Project Team to seamlessly share documents and project-related correspondence. Procore keeps organized electronic records of submittals to allow for comprehensive record keeping. Tighe & Bond will use Procore to compile prior records and create a shareable depository of documents, including:
 - i. Prior planning and assessment studies of the Mount Washington State Park and Summit facilities.
 - ii. Information and documentation related to ongoing projects.
 - iii. Topographic surveys of site, if available.
 - iv. Building architectural, structural, mechanical, and electrical record plans
 - v. Historic archival information, including records pertaining to the use of the summit for research and testing. Tighe & Bond would investigate the nature and extent of available records at the Observatory's research library and archives in North Conway.
 - vi. Reports regarding the two (2) remediation sites listed on NHDES OneStop:
 - (a) Formerly Used Defense Site (FUDS), the Mount Washington Icing Research Facility; and
 - (b) Mount Washington State Park WWTF Summit – Sargent's Purchase.

- (c) Records pertaining to the operation and maintenance of the Cog Railway, including coal or other fueling operations that may have occurred at the summit.
- (d) Existing data from prior vegetation surveys, natural resource inventories, and for remediation sites.

1.3 Site Base Plan Preparation

- a. The Tighe & Bond Project Team has extensive experience in Geographic Information Systems (GIS), providing support for many commercial, state and local governmental, and institutional projects. We specialize in data development, analysis, and configuring ArcGIS Online applications (desktop and field) for site assessment and asset management. We will leverage the combined expertise of our Tighe & Bond Project Team to prepare dynamic base maps to facilitate the Summit Assessment, including:
 - i. Compiling publicly available GIS data and DNCR-provided GIS resources (as available and within the limits of DNCR's confidentiality policies).
 - ii. Create a working GIS map of the Mount Washington State Park, encompassing the Summit, identifying buildings and facilities footprints, the Mount Washington Auto Road, parking areas, the Cog railway, existing trails, areas of pavement or gravel, utility infrastructure (above and underground), vegetated areas, topography, edge of rock outcroppings, etc.
 - iii. Using the working GIS map described above, the Tighe & Bond Project Team will create a functional ArcGIS Field Map to facilitate electronic, offline field data collection.
 - iv. Create an overlay of former / non-extant buildings, structures, natural resource areas, and other known human impacts based on our review of records.
 - v. Scan as-built records to create a base for the facilities assessment.

1.4 Assessment Report Template

- a. Tighe & Bond will create a report template using Microsoft Word and distribute it to the Project Team and Consultants for use for the Assessment summaries.

1.5 Coordination Meetings and Presentations

- a. **Bi-weekly coordination calls**
 - i. Regular coordination meetings between the DNCR and Tighe & Bond Project Managers will occur bi-weekly (every other week) or as required, remotely via MS Teams. These meetings will be to discuss project status, schedule, upcoming milestones, facilitation of the consultant's work, and action items. Other team members may be invited to attend as required.
 - ii. We assume eighteen (18) regular coordination meetings between the DNCR and Tighe & Bond Project Managers over the course of the project.

- iii. Tighe & Bond will prepare meeting agendas and we will provide meeting summaries with action items to be distributed to the Tighe & Bond Project Team and the DNCR Project Team.

b. Consultant team coordination

- i. Regular consultant coordination meetings will be critical to efficiently collaborate and capitalize on our collective expertise, to execute and deliver the Summit Assessment.
- ii. We assume that the consultant team coordination meetings will be topic-specific such as the visitor survey, environmental assessment, and the facilities assessment; and will organize the meeting attendees and agendas accordingly. Other Project Team members may be invited to attend as required.
- iii. We assume six (6) consultant team coordination meetings between DNCR, Tighe & Bond Project Managers, and topic-specific subconsultants will be held remotely via MS Teams.
- iv. Tighe & Bond will prepare meeting agendas and we will provide meeting summaries with action items to be distributed to the Tighe & Bond Project Team and the DNCR Project Team.

c. Public Meeting Presentations

- i. The Tighe & Bond Project Team will present the Summit Assessment Project in a series of meetings as the project progresses; starting in the early phases of the project to allow the Mount Washington Commission and the public to hear and support the direction of the Assessment as it begins. The schedule of the public meetings shall be coordinated during the Kickoff Meeting as part of the Project Startup Phase.
- ii. Public meeting presentations will be held in person, in conjunction with the Mount Washington Commission Meetings, and will include an option for remote attendance. To the extent possible (as authorized by the Mount Washington Commission and DNCR), these meetings will be recorded and made available to the public following the meeting.
- iii. We assume there will be four (4) public meetings: #1 is to be held an early phase, #2 and #3 during Phase Five and #4 during phase Six.
- iv. These public meeting presentations will provide an overview of the Summit Assessment Project approach and summaries of findings and recommendations organized by topic of discussion.
- v. Public meeting presentations will be designed to facilitate public engagement and provide a platform for the public to comment on the Assessment. We assume that public comments will be directed to the DNCR and that the DNCR will review and provide a summary of public comments back to the Tighe & Bond Project Team.

Phase 1 Summary:

- **Meetings (#)**
 - Kickoff meeting (1) – (in person)
 - Bi-weekly coordination meetings (18) – (virtual)
 - Consultant team coordination meetings (6) – (virtual)
 - Public meeting presentations (4) – (in person)

- **Deliverables:**
 - Project Procore Site hosted by T&B for document sharing
 - Site Base Maps with relevant overlays (GIS and CAD)
 - PDF Base Plans for documenting the facilities assessment
 - Assessment Report Template
 - Meeting notes from coordination meetings and presentations

PHASE 2 – VISITOR SURVEY (CONCURRENT WITH PHASES 3 & 4)

In this phase, Tighe & Bond will rely on the expertise of the UNH Survey Center to design and conduct a Visitor Survey Questionnaire. The list of questions will be developed in collaboration with the Tighe & Bond Project Team and DNCR. The survey will be conducted on site at the Mount Washington State Park, and via email. The final deliverable will be a Survey Response Report presented to DNCR. Concurrently, the Tighe & Bond Project Team will develop an ArcGIS Story Map to share information about the Mount Washington Master Plan and the Summit Assessment project, support a more robust response rate to the Visitor Survey Questionnaire; and encourage long-term visitor engagement through the development of an iNaturalist – Alpine Collection Project.

2.1 VISITOR SURVEY QUESTIONNAIRE:

- a.** The UNH Survey Center, along with the Tighe & Bond Project Team, will brainstorm visitor survey questions and provide a draft survey questionnaire to DNCR for review and feedback before finalizing the Visitor Survey Questionnaire.
- b.** The UNH Survey Center, along with the Tighe & Bond Project Team, will program and facilitate survey data collection, including:
 - i.** The UNH Survey Center will provide instructions for DNCR State Park project staff on how to upload the survey and collect data on tablets using Qualtrics’ offline feature; for in-person data collection at the Summit.
 - ii.** Providing QR codes to Summit visitors (e.g., printed handouts, posters displayed at the Summit, stickers given to Cog Train & Auto Road patrons, and at the Summit shops) to enhance survey participation, so that visitors may take the survey on their own.
 - iii.** Distributing the survey via email to potential respondents from existing mailing lists that DNCR has access to, or through organizations who are willing to provide them to DNCR for the purposes of this project.
- c.** Data collection will take place over a two-week period, staff will be assigned to collect surveys at different locations, days, and times of day, which will be selected at random.
- d.** For budgeting purposes, we have assumed that the Visitor Survey Questionnaire will consist of approximately thirty-three (33) questions, for an estimated 10-minute survey response time. Through coordination with the Tighe & Bond and DNCR Project Teams, the number of questions may be reduced to expedite the estimated survey response time.

2.2 STATEWIDE PUBLIC OPINION SURVEY

- a.** The UNH Survey Center, along with the Tighe & Bond Project Team, will develop a set of public opinion questions for use in a one-time statewide survey of approximately 750 Granite State Panel members using the Granite State Panel, the UNH Survey Center’s proprietary probability-based panel of New Hampshire adults, which is part of the States of Opinion Project™.

- b. The UNH Survey Center, along with the Tighe & Bond Project Team, will brainstorm the public opinion questions and provide a draft survey to DNCR for review and feedback before finalizing the one-time statewide survey.
- c. Granite State Panel members will receive an email invitation and up to three (3) reminder emails. We anticipate, but cannot guarantee, a 30% response rate.
- d. For budgeting purposes, we have assumed that the state-wide public opinion survey will consist of approximately thirty-three (33) questions, for an estimated 10-minute survey response time. Through coordination with the Tighe & Bond and DNCR Project Teams, the number of questions may be reduced to expedite the estimated survey response time.

2.3 REPORT OF SURVEY FINDINGS

- a. The UNH Survey Center, along with the Tighe & Bond Project Team, will provide a clean dataset of completed interviews in Excel or SPSS for the Visitors Survey and for the Statewide Public Opinion Survey.
- b. The UNH Survey Center, along with the Tighe & Bond Project Team, will provide a report of major survey findings; which will include an executive summary, charts, detailed tabular results, and a technical report.

2.4 ARCGIS STORYMAP:

- a. The Tighe & Bond Project Team will create an ArcGIS Story Map, populated with project maps, imagery, brief narrative to describe the 2022 Master Plan and the Summit Assessment Project, and a link to the Visitor Survey Questionnaire.
- b. The Tighe & Bond Project Team will provide a draft to DNCR for review and feedback before finalizing the ArcGIS Story Map.

2.5 INATURALIST - ALPINE PROJECT

- a. The Tighe & Bond Project Team will collaborate with NHB to establish an iNaturalist Collection project for long-term crowd sourcing on plant and wildlife observations at the Summit.
- b. Tighe & Bond understands that NHB has an existing iNaturalist page for New Hampshire and we would work with NHB to leverage that existing infrastructure to the extent possible. We assume that NHB would host the Alpine Project in iNaturalist long-term.

2.6 COORDINATION MEETINGS & PRESENTATIONS

- a. We anticipate one (2) Coordination Meetings between the DNCR and Tighe & Bond Project Teams, with the UNH Survey Center, to brainstorm visitor survey and public opinion questions, the ArcGIS Story Map, and the iNaturalist Alpine Project; and to review the draft Survey Response Report.
- b. We anticipate one (1) presentation to the Advisory Committee to review the Survey Responses Report.

Phase 2 Summary:

- **Meetings: (#)**
 - Coordination meetings (2) – (virtual)
 - Training session for conducting the on-site visitor survey (1) – (in person)
 - Presentation to Advisory Committee to review the Survey Responses Report (1) – (virtual)
- **Deliverables:**
 - Visitor and State-Wide Public Opinion Survey Questionnaires
 - Collateral for the Visitor Survey (e.g., posters, handouts, QR code flyers)
 - Meeting notes from coordination and review meetings
 - ArcGIS StoryMap
 - iNaturalist - Alpine Project
 - Report of Survey Responses
 - Presentation to the Advisory Committee

PHASE 3: ENVIRONMENTAL INVENTORY AND ASSESSMENT (CONCURRENT WITH PHASES 2 & 4)

There are two (2) components to the Environmental Inventory and Assessment: An Environmental Site Assessment (ESA) for Releases of Contaminants, Oil/Hazardous Material/Hazardous Wastes; and a Natural Resources Assessment.

3.1 ENVIRONMENTAL SITE ASSESSMENTS: RELEASES OF CONTAMINANTS, OIL/HAZARDOUS MATERIAL/HAZARDOUS WASTES

3.1.1 Site Inspection

The Tighe & Bond Project Team proposes a visual reconnaissance of the park grounds and buildings when weather conditions allow. Ideally, this would be done prior to the research described below; however, it can be conducted afterward to allow for weather constraints.

3.1.2 Desktop Research:

a. NHDES OneStop Information

An initial review of the NHDES OneStop Database revealed various listings for the Summit / Mount Washington State Park area. These included:

- i. Aboveground storage tanks (ASTs) and underground storage tank (USTs);
- ii. Contamination / Remediation Sites;
- iii. Known hazardous waste generator

The Tighe & Bond Project Team will review documents available via NHDES OneStop and will contact NHDES to determine if there is additional information available. Additional documents provided by NHDES will be reviewed as part of this task.

b. Environmental Database Search Report

The Tighe & Bond Project Team will order an environmental database report from Environmental Data Resources (EDR) for the summit at Mount Washington State Park. The standard EDR Report identifies state and federal environmental database listings of reported contaminated sites, spills, tanks, hazardous waste generation/management, etc. The standard EDR Report search is consistent with the requirements for environmental site assessments established by the ASTM Standard E1521: Standard Practice for Environmental Site Assessments Phase I. The EDR Report will also provide the following records, or will provide a certification indicating that no records exist:

- i. Historic aerial imagery;
- ii. Topographic maps; and
- iii. Sanborn® Fire Insurance Rate Maps.

The Tighe & Bond Project Team will review the records provided by EDR as they relate to past and current land use and documented, or potential, contamination sources as part of this task.

c. DNCR and Observatory Research Library/Archives Records

The Tighe & Bond Project Team will review records provided by DNCR that are relevant to identifying known or potential contamination / contaminant sources at the Summit.

If possible, the Tighe & Bond Project Team proposes visiting the Observatory's Research Library/Archives Office in North Conway to discuss the type of records that are relevant to our task and what is available for review or copy at their office.

These records would include:

- i. Information regarding the FUDS Mount Washington Icing Research Facility state-identified remediation site;
- ii. The Mount Washington State Park wastewater treatment facility (Sargent's Purchase) that is also listed by NHDES as a contaminated/remediation site; and
- iii. Records pertaining to the operation and maintenance of the Cog Railway, including coal or other fueling operations that may have occurred at the summit.

d. Municipal Research

The Tighe & Bond Project Team will visit the municipal offices to review records pertaining to the history and operations at the Mount Washington State Park Summit. Offices to be consulted will be consistent with the ASTM E1527-21 Standard for Phase I Environmental Site Assessments.

3.1.3 Initial Findings Letter

The Tighe & Bond Project Team will prepare an initial findings letter and provide recommendations for additional study or assessment based on those findings. The letter will include a summary of the information available for review and identified information regarding documented or suspected soil and groundwater contamination at the park. The letter will also include recommendations for additional field investigations that may be necessary to support future redevelopment of the park.

- a. Given the current project status, Tighe & Bond does not propose preparing an ASTM E1527-21 Phase I Environmental Site Assessment Report at this time. Most often, an ASTM Standard E1527-21 Phase I Environmental Site Assessment (Phase 1 ESA) is done prior to purchasing a property or transferring ownership of a property to a new entity. ASTM Phase 1 ESAs are nearly always required by lending institutions prior to approving financing, or by persons or businesses taking new ownership of a property. They are also often required for assessments involving state or federal assessment or remediation grant funding. The ASTM Phase 1 ESA process is followed because it satisfies the All Appropriate Inquiry (AAI) to support the "innocent landowner defense" under CERCLA. The ASTM Phase 1 ESA Standard also sets forth the content and format for a written report which is extremely detailed and in depth, and which includes copies of certain documents and records obtained during the project.

As Tighe & Bond understands, there is no transfer of property ownership, and the objective of the environmental site assessment for this project is to identify

and understand environmental conditions that may affect, restrict, or impact mater planning and redevelopment considerations for the Summit. Tighe & Bond proposes to conduct the tasks consistent with the ASTM E1527-21 Phase 1 ESA (e.g., state and local research, map reviews, environmental database searches, site inspection, etc.); and, to prepare a letter report (Initial Findings Letter) summarizing the work, the results of our investigations, identifying environmental conditions of concern, and providing recommendations for additional investigations or activities to aide in resolving or better defining the conditions of concern. The Initial Findings Letter will provide the same findings and conclusions of an ASTM Phase 1 ESA Standard Report format but would eliminate significant amounts of ASTM Phase 1 ESA Report content that is required by the Standard, though not necessarily needed to achieve the current project objectives.

If it is determined that a Standard Phase I ESA Report is required or desired after review of the Initial Findings Letter, Tighe & Bond would be able to generate such a report with the information we have gathered through the proposed scope of work described above, however it is not included in our scope of services at this time.

3.2 NATURAL RESOURCES INVENTORY AND ASSESSMENT

The Natural Resources Inventory and Assessment will assess the existing environmental conditions, identify vulnerabilities related to projected environmental risks (e.g., climate change, increased tourism, and recreational use), identify potential measures to minimize or mitigate impacts, and identify opportunities for environmental restoration and enhancement that consider long-term operation and upgrades, and mixed uses of the Summit's facilities. The study area will be limited to the approximately 60-acre area on the summit of Mount Washington designated as state park. In this phase we will rely on the expertise of BioHabitats to help define the objectives, approach and methodology of the alpine vegetation survey, and to distill the Assessment findings and environmental recommendations related to the alpine vegetation survey.

3.2.1 Physical Resources

a. Topography and Elevation

- i. The Tighe & Bond Project Team will obtain available data on the topography of the study area. LIDAR-Derived Bare Earth NE Hillshade and/or 2-foot Contour data, published by the Earth Systems Research Center, University of New Hampshire, will be obtained from NH GRANIT if on-site topographic survey is not available.
- ii. The Tighe & Bond Project Team will characterize the topography (e.g., slope, aspect, etc.) in the Assessment report and display this on project mapping.

b. Soils and Geology

- i. The Tighe & Bond Project Team will review the Soil Survey Geographic (SSURGO) database for New Hampshire.
- ii. Mapped soils series within the study area will be characterized in the Assessment report and identified on project mapping.

3.2.2 Biological Resources

a. Desktop Review

- i. The Tighe & Bond Project Team will compile available records to conduct an initial desktop reconnaissance, review publicly available data, and DNCR-provided data, to locate known limits of floral and faunal resources present within the study area. Records will include, though may not be limited to:
 - (a) Prior management plans and/or technical field reports
 - (b) Plant and community records in the NH Natural Heritage Bureau's database (as available and within the limits of DNCR's confidentiality policies)
 - (c) Long term invasive species and vegetation monitoring records established by the USFS, the Appalachian Mountain Club, and/or the Mount Washington Observatory
 - (d) Published studies and scientific journals.

b. Study Design

- i. The Tighe & Bond Project Team will identify vegetation and wildlife species and/or communities of focus for the Summit Assessment; and develop a survey and sampling protocol.
- ii. We anticipate two (2) coordination meetings with the DNCR Project Team and the NH Fish & Game Department to refine the assessment survey and sampling protocol. Specifically, to determine:
 - (a) Whether DNCR and/or NHFG have established protocols for the Mount Washington Summit or alpine wildlife and vegetation in general which this study should replicate.
 - (b) Whether DNCR and/or NHFG have established control/reference plots on the Summit which this study could utilize.
 - (c) Find concurrence on the identified plant and wildlife species and/or communities of focus, and upon the study design (e.g., sampling plots and/or survey transect size, number, orientation, and location(s)) proposed for this Summit Assessment.

c. Vegetation

- i. Based on our planning and coordination with the DNCR Project Team and the NHFG, the Tighe & Bond Project Team will conduct field surveys of the existing vegetative communities within the study area, including assessment of the alpine plant community types and quality (i.e., whether healthy, damaged, under stress, or other).
- ii. Field data collection will consist of:
 - (a) Metadata (e.g., GPS, landscape position, aspect, elevation, etc.).

- (a) Percent vegetative cover, community structure, landscape position, connectivity to adjacent habitats; and
 - (b) Proximity to high traffic areas, evidence of stress, erosion or relative stability, evidence of alteration; and
 - ii. We will identify vulnerabilities related to projected environmental risks and primary stressors to wildlife and habitat; particularly, those associated with anthropogenic disturbances and climate change. Such as:
 - (a) Increased tourism, recreational use, and trampling (e.g., degraded ecological integrity, compaction, altered microtopography, erosion and destabilization)
 - (b) Threat of invasive species
 - (c) Climate change
 - iii. We will identify where habitat quality, integrity, and connectivity could be restored or enhanced throughout the study area, based on observations of field conditions, aerial imagery, and other facility planning such as recreational/pedestrian routes.

f. Invasive Species

- (a) The Tighe & Bond Project Team will assess and determine the presence and extent of invasive vegetation species concurrently with other field investigations.
- (b) We will identify invasive vegetation species, estimate their abundance, and characterize the threat to the native plant communities due to invasive species colonization; particularly, those associated with anthropogenic disturbances and climate change.
- (c) We will describe the presence and extent of invasive plant and wildlife species and display them on project mapping.
- (d) We will identify opportunities for invasive species management.

3.2.3 Aquatic Resources

a. Groundwater

- i. The Tighe & Bond Project Team will compile available data regarding public water supplies and wells within the study area from appropriate sources such as the NH GRANIT GIS database, NHDES mapping, the NHDES Drinking Water and Groundwater Bureau inventory data; and records from Summit facilities provided by DNCR (as available).
- ii. We will consider protection of drinking water supplies, stormwater conveyance and treatment, and wellhead protection areas; and we will describe these resources and display them on project mapping, in the context of their current and potential use and their relative proximity and potential hydrologic connectivity to the summit.

b. Surface Waters

- i.** The Tighe & Bond Project Team will compile available data regarding existing surface waters and water quality from appropriate sources such as the NH GRANIT GIS database, NHDES mapping, the NHDES Watershed Management Bureau, and records from Summit facilities provided by DNCR (as available).
- ii.** Wetland and Stream Delineation & Assessment
 - (a)** The Tighe & Bond Project Team, including NH Certified Wetland Scientists, will field delineate wetlands in accordance with NH RSA 482-A, the U.S. Army Corps of Engineers Wetlands Delineation Manual (Technical Report Y-87-1, January, 1987), and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January, 2012). Aquatic resource area boundaries will be field located via GPS.
 - (b)** We will classify and assess delineated wetlands in accordance with the federal manual for Classification of Wetlands and Deepwater habitats of the United States (USFWS/OBS-79/31; 1979), the US Army Corps of Engineers Highway Methodology Workbook Supplement, and The Method for Inventorying and Evaluating Freshwater Wetlands in New Hampshire (NH Method).
 - (c)** We will document the condition of delineated wetland and streams (e.g., stressed or disturbed areas, undersized or incompatible crossing structures, relative stability).
 - (d)** We will characterize delineated wetlands and streams in the context of the existing quality and integrity, and the development recommendations and alternatives for facilities and operational upgrades; with photo documentation and maps summarizing the delineated wetland habitats.
 - (e)** We will identify opportunities for aquatic habitat restoration and/or enhancement throughout the study area.

3.3 ENVIRONMENTAL ASSESSMENT REPORT OF FINDINGS

- 3.3.1** The Tighe & Bond Project Team will develop a draft Environmental Assessment Report of Findings, including:
- a.** A description of the study purpose and scope, and field data collection methods.
 - b.** A summary of documented vegetation, wildlife, and habitat resources, including:
 - i.** Species composition, richness, abundance
 - ii.** Spatial extent (horizontal and vertical) and connectivity
 - iii.** Relative condition, quality, and integrity
 - iv.** Environmental stressors and threats

- c. An evaluation of restoration or enhancement opportunities, identifying priority areas and recommended target species for restoration/enhancement objectives.
- d. A series of maps, figures, and a photo log to illustrate the documented resources and assessment findings.

3.3.2 The draft Environmental Assessment Report of Findings will include the initial findings of the Environmental Site Assessment.

3.3.3 Findings will be reported in the context of the existing resource condition, quality, and integrity, and in the context of the development recommendations and alternatives for facilities and operational upgrades.

3.4 COORDINATION MEETINGS & PRESENTATIONS

3.4.1 We anticipate one (1) coordination meeting with the Tighe & Bond Project Team and the DNCR Project Team to review available records and archives related to the Environmental Site Assessment.

3.4.2 We anticipate two (2) coordination meetings with the Tighe & Bond Project Team, DNCR Project Team, and the NH Fish & Game Department to:

- a. Review available environmental data and information, including documented occurrences of vegetation, wildlife, and habitat records in the NH Natural Heritage Bureau's database (as available and within the limits of DNCR's confidentiality policies).
- b. Establish appropriate contact person(s) for specific resource areas and lines of communication for planning and implementing the study.
- c. Discuss lessons learned from past studies and assessment efforts by the DNCR Project Team, NHFG, and NHB.
- d. Review the limitations surrounding access, impacts, and potential take of alpine species.
- e. Review the identified plant and wildlife species and communities of focus, and the study design (e.g., sampling plots and/or survey transect size, number, orientation, and location(s)) proposed for the Summit Assessment, prior to mobilizing the field data collection effort.
- f. Schedule the field data collection effort.

3.4.3 The Tighe & Bond Project Team will provide a draft Environmental Assessment Report of Findings to the DNCR Project Team with the assumption of one round of review and one (1) coordination meeting to review comments or revisions.

Phase 3 Summary:

- **Meetings and Site Visits (#)**
 - Environmental Site Assessment:
 - Archival Records and Information Gathering (1) – (in person)
 - Site Visit (1)
 - Natural Resources Assessment:
 - Study Design and Planning (2) – (virtual)
 - Field Data Collection Site Visit (4 days)
 - Review Draft Environmental Assessment Report of Findings (1) – (virtual)
- **Deliverables:**
 - Meeting notes from coordination and review meetings
 - Draft Natural Resource Assessment study design
 - Draft Environmental Assessment Report of Findings

PHASE 4 - FACILITIES INVENTORY AND ASSESSMENT (CONCURRENT WITH PHASES 2 & 3)

Together with our partners from LDA Architecture, we will assess and document the conditions of buildings, structures, site facilities, and infrastructure via site observation and input from the facilities operators. Our on-site review will be limited to visible or readily accessible portions of the building and associated systems. We do not anticipate exploratory demolition to expose concealed portions of the building or associated systems. The deliverables of this effort will be a narrative description with annotated photographs, plan markups and diagrams that illustrate the findings.

4.1 REVIEW AVAILABLE RECORDS

The Tighe & Bond Project Team will review available records on existing buildings and structures (as compiled in Phase 1), including:

- 4.1.1** Sherman Adams Summit Building & Mount Washington Observatory.
- 4.1.2** Historic Tip Top House.
- 4.1.3** Yankee Building Communications & Maintenance Facility.
- 4.1.4** Auto Road Stage Office.
- 4.1.5** Powerhouse and TV Transmitter building; and
- 4.1.6** Foundation of the former generator.

4.2 BUILDINGS ASSESSMENT

The Tighe & Bond Project Team will conduct a visual reconnaissance of the existing buildings and structures, including visual observation and documentation of the:

- 4.2.1** Exterior building and structure envelopes (e.g., walls, glazing, doors, roofs, finishes).
- 4.2.2** Interior finishes, fixtures & equipment.
- 4.2.3** Structural conditions.
- 4.2.4** Life safety & accessibility code compliance (within buildings and interfaces with site).
- 4.2.5** Restroom facility needs and the capacity of visitor services facilities.
- 4.2.6** Staff support spaces.
- 4.2.7** Maintenance and storage needs.

4.3 BUILDING INFRASTRUCTURE ASSESSMENT

The Tighe & Bond Project Team's engineers will assess and document the condition of existing building mechanical, electrical, plumbing, and fire protection (MEP/FP) systems in each of the buildings mentioned above. Our MEP/FP assessment will include the following systems and equipment:

- 4.3.1** Existing building heating, ventilation and air conditioning (HVAC) systems and equipment.
- 4.3.2** Domestic hot and cold-water systems.
- 4.3.3** Sanitary drainage systems.
- 4.3.4** Fire protection systems.
- 4.3.5** Fire alarm systems.
- 4.3.6** Building lighting systems.
- 4.3.7** Emergency / standby power equipment and systems.
- 4.3.8** Normal electrical power equipment and systems.

4.3.9 Fuel Tanks:

Tighe & Bond regularly assists our clients with the inspection, operation and replacement and/or retrofitting designs for both aboveground and underground storage tanks (ASTs and USTs). Our team of professional engineers, environmental scientists and certified tank system inspectors assist clients with storage tank management.

- a. Tighe & Bond will submit a request for technical information to DNRC. After reviewing the information provided, we will meet with state park staff familiar with existing tank systems to visually observe site conditions. We will perform an engineering evaluation intended to identify existing fuel usage and system needs. Based on the data review and site observations, Tighe & Bond will provide recommendations for fuel storage upgrades if needed.
- b. Using information provided by DNRC will prepare a Rough Order of Magnitude (ROM) cost for recommended fuel upgrades. The ROM cost will be based on our experience with similar equipment and past project work. We will not provide construction costs related to new ancillary equipment, plant modifications, or other operational costs.

4.4 SUMMIT STORMWATER ASSESSMENT

- 4.4.1** The Tighe & Bond Project Team will document existing stormwater management features on site; and
- 4.4.2** Identify drainage patterns, areas of erosion, and environmental impacts of site runoff.
- 4.4.3** Tighe & Bond will provide recommendations for stormwater BMP's and alternatives to address stormwater deficiencies if found.

4.5 VISITOR EXPERIENCE ASSESSMENT: SITE ARRIVAL AND VISITOR CIRCULATION

The Tighe & Bond Project Team will conduct an assessment of the visitor experience in terms of site arrival, way-finding, and visitor circulation; including:

- 4.5.1** A diagram of site arrival by various modes (e.g., the Mount Washington Auto Road, the Cog Railway, various hiking trails, and parking areas).

- 4.5.2** Identification of potential conflict zones between pedestrians and vehicles and other visitor circulation safety considerations.
- 4.5.3** Inventory and assessment of the condition of visitor navigation and circulation amenities (e.g., paved areas, pathways, seating, overlooks, picnic tables, monuments, etc.); and the interface between site circulation and buildings.
- 4.5.4** Inventory and assessment of the condition of existing signage and wayfinding.
- 4.5.5** Identification of site accessibility challenges for visitors with disabilities.
- 4.5.6** Identification of positive and negative views and site features.

4.6 FACILITIES ASSESSMENT REPORT OF FINDINGS

- 4.6.1** The Tighe & Bond Project Team will develop a draft Facilities Assessment Report of Findings, including:
 - a. An outline of the criteria for the Facilities Assessment, including standards, codes, regulations, etc., to measure the Facilities Assessment findings against.
 - b. Updated site base maps with relevant information recorded on the site as obtained from the scope of the Facilities Assessment.
 - c. Diagrams, markups, and annotated photographs to visualize the findings of the Facilities Assessment.
 - d. Narrative summaries of the Facilities inventory and Assessment, using the established report template format.

4.7 COORDINATION MEETINGS & PRESENTATIONS

- 4.7.1** We anticipate two (2) coordination meetings with the Tighe & Bond Project Team and the DNCR Project Team to review available records and gather additional information with Summit facilities managers and operators, including:
 - a. An on-site walk-through with facilities managers and tank operators and,
 - b. A follow up virtual meeting with building tenants (as required).
- 4.7.2** We anticipate one (1) coordination meeting with the US Army Corps of Engineers (ACOE) Cold Regions Research and Engineering Laboratory (CRREL), the Tighe & Bond Project Team, and the DNCR Project Team to research applicable building systems and materials for extreme environments.
- 4.7.3** Team coordination calls (4) between Tighe & Bond and LDa to coordinate facilities assessment.

Phase 4 Summary:

- **Meetings and Site Visits (#)**
 - Information Gathering & Records Review
 - Site Visit with facilities managers and tank operators (1)
 - Virtual coordination meeting with building tenants (1)
 - Site Visit for Visual Reconnaissance of Existing Buildings and Structures (2) visits (12 hours on site) for LDA; (1) site visit for each of the Building subconsultants – structural engineer, building envelope specialist, code consultant (6 hours on site);
 - Site visit for Visitor Experience assessment (1), stormwater assessment (1), and building facilities infrastructure (1). These visits assume arriving the previous evening and (8 hours on site).
 - ACOE CRREL Coordination Meeting (1) – (virtual)
- **Deliverables:**
 - Meeting notes from coordination and review meetings
 - Draft Facilities Assessment Report of Findings

PHASE 5 - DRAFT RECOMMENDATIONS

In this phase we will start with presenting the Draft Environmental and Facilities Assessment Reports of Findings produced in Phases 3 and 4. Through a series of workshops with the DNCR Project Team and the Advisory Committee, we will discuss goals and priorities, as well as various opportunities and constraints (pros and cons) that will inform the facilities, operations, and maintenance recommendations. A Sustainability Workshop will be facilitated by our consultant, the Green Engineer. Based on these efforts we will prepare a draft Report of Recommendations for review and comment by the DNCR Project Team and the Advisory Committee.

5.1 PRESENTATION: SUMMARY OF FINDINGS OF THE ENVIRONMENTAL AND FACILITIES ASSESSMENTS.

5.1.1 The Tighe & Bond Project Team will prepare a PowerPoint presentation to provide an overview of the Draft Reports of Findings of the Environmental and Facilities Assessments.

- a. We assume thirty (30) slides will be required to effectively present the assessment findings. Slides will be designed to represent the assessment graphically and visually, targeting a wide audience, to communicate the findings clearly and concisely.
- b. The Tighe & Bond Project Team will provide a draft presentation to the DNCR Project Team with the assumption of one round of review and one (1) coordination meeting to review comments or revisions prior to presenting to the Advisory Committee at the Workshop sessions.

5.2 WORKSHOPS WITH ADVISORY COMMITTEE: PRESENTING THE FINDINGS OF THE ENVIRONMENTAL AND FACILITIES ASSESSMENTS.

5.2.1 The Tighe & Bond Project Team will present the Draft Reports of Findings of the Environmental and Facilities Assessments to the Advisory Committee in a series of two (2) Workshops intended to facilitate a discussion about opportunities (recommendations), site constraints, and priorities. The two workshops could be breakaway group sessions held concurrently, or back-to-back sessions with the Advisory Committee.

- a. Workshop #1: Presentation and discussion of the Environmental Assessment Findings.
 - i. This workshop will focus on the existing environmental conditions, vulnerabilities related to projected environmental risks (e.g., climate change, increased tourism, and recreational use), and opportunities to minimize or mitigate impacts, including opportunities for environmental restoration and enhancement.
- b. Workshop #2: Presentation and discussion of the Facilities Assessment Findings.
 - i. This workshop will have a strong focus on building energy savings, overall and specific sustainability goals and options for achieving them; and a photovoltaic (PV) assessment may be discussed.

5.3 DRAFT ENVIRONMENTAL RECOMMENDATIONS REPORT

- 5.3.1** Based on the feedback obtained through the presentation and workshop sessions, the Tighe & Bond Project Team will develop a draft report on Environmental Recommendations.
- 5.3.2** Environmental recommendations will consider the guiding principles contemplated in the Mount Washington Master Plan and Summit operations and facilities upgrades, in coordination with the concurrent Facilities Assessment and Facilities Recommendations.
- 5.3.3** Tighe & Bond will review the engineering recommendations developed by Nobis in the Spill Prevention, Control, and Countermeasure (SPCC) Plan and provide Opinions of Probable Construction Cost (OPCC) and/or alternative options (as applicable) for implementing the recommendations.
 - a.** Based on the draft SPCC, dated August 2023, provided to Tighe & Bond by NH DNCR on March 20, 2024, we anticipate up to thirty (30) engineering recommendations will be reviewed.
- 5.3.4** Environmental recommendations will include:
 - a.** Recommendations for additional assessment or investigations for potential soil or groundwater contamination.
 - b.** Priority areas for restoring or enhancing habitat connectivity, ecological integrity, vegetation condition, and habitat quality.
 - c.** Invasive species management.
 - d.** Priority areas for restoring impacts from visitors (e.g., realigning existing trails, siting new trails, wayfinding, and limiting access to sensitive areas).
 - e.** Master-planning level Opinions of Probable Construction Cost (OPCC) for key recommendations.

5.4 DRAFT FACILITIES RECOMMENDATIONS REPORT

- 5.4.1** Based on the feedback obtained through the presentation and workshop sessions, the Tighe & Bond Project Team will develop a draft report on Facilities Recommendations.
- 5.4.2** Facilities recommendations will consider the guiding principles contemplated in the Mount Washington Master Plan (e.g., matching current standards, improving visitor experience, energy use reduction, improved functionality, operations and maintenance).
- 5.4.3** Facilities recommendations will be organized per building and/or topic; and will include:
 - a.** Recommendations for improving the visitor experience on the site and inside the buildings.
 - b.** Sustainability Report.

- i. This report will include recommendations for improving the energy efficiency of existing buildings as well as recommended guidance for future development.

5.4.4 Master-planning level Opinions of Probable Construction Cost for key recommendations.

5.5 FINANCIAL SUMMARY

5.5.1 The Tighe & Bond Project Team will review the prior recommendations in the Mount Washington Master Plan pertaining to the long-term financial viability of the Summit. The financial viability summary will include:

- a. A summary of the recommendations made in the Master Plan and feedback from the Advisory Committee and stakeholders.
- b. Review and consideration of feedback obtained through the Visitor Engagement Survey (Phase 2), through survey questions specifically targeted to assess public consensus on admission fees and park revenue options.
- c. We anticipate one (1) coordination meeting with the Tighe & Bond Project Team and the DNCR Project Team to review the financial summary.

5.6 PRESENTATION: DRAFT ENVIRONMENTAL AND FACILITIES RECOMMENDATIONS

5.6.1 The Tighe & Bond Project Team will prepare a PowerPoint presentation to provide an overview of the Draft Environmental and Facilities Recommendations.

- a. Slides will be designed to represent the recommendations graphically and visually, targeting a wide audience, to communicate the recommendations clearly and concisely. We assume that approximately thirty (30) slides will be adequate to effectively present the recommendations.
- b. The Tighe & Bond Project Team will provide a draft presentation to the DNCR Project Team with the assumption of one round of review and one (1) coordination meeting to review comments or revisions prior to presenting to the Advisory Committee.

5.7 WORKSHOPS WITH ADVISORY COMMITTEE: PRESENTING DRAFT ENVIRONMENTAL AND FACILITIES RECOMMENDATIONS

5.7.1 The Tighe & Bond Project Team will present the Draft Environmental and Facilities Recommendations to the Advisory Committee in a series of two (2) Workshops intended to facilitate discussion and solicit feedback from the Committee. The two workshops could be breakaway group sessions held concurrently, or back-to-back sessions with the Advisory Committee.

- a. Workshop #1: Presentation and discussion of the Environmental Recommendations.
- b. Workshop #2: Presentation and discussion of the Facilities Recommendations.

Phase 5 Summary:

- **Meetings: (#)**
 - Presentations and review with the DNCR Project Team – (virtual)
 - Draft Environmental and Facilities Assessments (1)
 - Draft Environmental and Facilities Recommendations (1)
 - Workshops sessions with the DNCR Project Team & Advisory Committee (4) – (in person)
- **Deliverables:**
 - PowerPoint presentations
 - Draft and Revised Environmental and Facilities Assessments
 - Draft and Revised Environmental and Facilities Recommendations
 - Sustainability Report
 - Meeting notes from Presentation Meeting and Workshops

PHASE 6 - FINAL REPORT PRODUCTION

6.1 FINAL NARRATIVE REPORTS

- 6.1.1** Incorporating the comments and feedback obtained through the presentation and workshop sessions on the draft Environmental and Facilities Assessments and Recommendations, the Tighe & Bond Project Team will develop a final Summit Assessment Report, including:
- a. An Executive Summary.
 - b. Assessment methods, findings and recommendations.
 - c. Appendices with revised graphics and supporting documentation (e.g., meeting notes, public comments).
 - d. Opinion of probable construction costs (OPCC) for the Environmental and Facilities Recommendations.
- 6.1.2** The Tighe & Bond Project Team will provide a final draft of the Summit Assessment Report to the DNCR Project Team with the assumption of one round of review and one (1) coordination meeting to review comments or revisions.
- 6.1.3** Incorporate the final revisions and produce the Final Summit Assessment Report and Appendices in PDF and Word format.

Phase 6 Summary:

- **Meetings (#)**
 - Review Final Draft Summit Assessment Report (1) – (virtual)
 - Public Presentation of Summit Assessment Report and Recommendations – (in person)
- **Deliverables:**
 - Meeting notes from final review meeting
 - Draft Summit Assessment Report and Appendices (PDF and MS Word format).
 - Final Summit Assessment Report and Appendices (PDF and MS Word format).

ASSUMPTIONS AND EXCLUSIONS

To provide the DNCR with a reasonable budget for the desired services, we have prepared the detailed scope based upon our understanding of the project and the anticipated requirements to complete the Summit Assessment. The following assumptions and exclusions were made in the development of our budgetary estimate. If these services are required, we will modify our proposal; or they may be completed under a mutually agreed upon contract amendment.

- Measured drawings of existing buildings and facilities are not included in this scope of work. If requested by the DNCR, Tighe & Bond can provide 3D scanning of buildings and deliver a Revit Model to an architectural consultant for production of existing condition building plans.
- We assume that record drawings for buildings will be available for review and assessment.
- No exploratory demolition is included, but may be included as an additional service.
- Blower door testing, infrared photography, and energy modeling are not included.
- Site topographic survey is not included in this scope of work. If requested by DNCR, Tighe & Bond can subcontract with a licensed land surveyor to obtain a topographic survey.
- An ASTM E1527-21 Phase I Environmental Site Assessment Report is not included in this scope of work.
- Design or implementation of environmental remediation, restoration, or enhancement are not included in this scope of work.
- Field data collection will be performed during the growing season and at a time when the ground surface and Summit facilities are not covered by snow and/or ice, or otherwise obscured from observation (e.g., inundated).
- To the extent possible, we have assumed that field staff will carpool to the site for field data collection efforts; and we have assumed federal per diem rates for daily lodging, as necessary.
- Geotechnical borings, scour analysis, construction level design, or construction services are not included in this scope of work.
- Energy modeling, life cycle cost assessment (LCCA), alpine-specific building envelope consulting, and telecommunication assessment (beyond assessment of building condition relative to telecommunication operations) are not included in this scope of work, though could be provided under a mutually agreeable contract amendment.
- The in-person visitor survey at the Summit shall be performed by DNCR or State Park staff. Tablets with required software to be provided by DNCR.
- We have assumed that assessment of the water and wastewater treatment at the site is excluded from our scope as it is our understanding that another consultant has been engaged for this work.
- Detailed engineering calculations to assess existing or to size new MEP/FP systems, are not included in the scope and equipment recommendations for costing purposes will be based on engineering judgement only.

SCHEDULE

Tighe & Bond is prepared to initiate work within two weeks of receiving written authorization to proceed. The overall project is expected to take 18 months, and generally follow:

- Phase 1 – Project Start-up: May 2024 – June 2024
- Phase 2 – Visitor Engagement: June 2024 - November 2024
- Phase 3 – Environmental Assessment: July 2024 – February 2025
- Phase 4 – Facilities Assessment: July 2024 – February 2025
- Phase 5 – Draft Recommendations: February 2025 – June 2025
- Phase 6 – Final Report and Presentation: June 2025 – October 2025

FEE

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of **\$596,850**, plus an estimated reimbursable expense allowance of **\$11,950**. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses, such as materials purchased directly for this project, will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. We will work with the NHDNCR to reach agreeable Terms and Conditions that will be included as part of this agreement.

The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. The schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give a better understanding of how the project budget was developed. Invoices will be submitted based on the project fee for each phase and not individual line-item budgets.

Summary	T&B Fees	Sub-consultants
Phase 1 – Project Startup	\$ 27,900	\$ 10,100
Phase 2 – Visitor Survey	\$ 28,700	\$ 26,500
Phase 3 – Environmental Assessment	\$ 71,500	\$ 14,700
Phase 4 – Facilities Assessment	\$ 72,600	\$125,650
Phase 5 – Draft Recommendations	\$ 107,950	\$ 63,500
Phase 6 – Final Report	\$ 33,250	\$ 14,500
TOTAL	\$341,900	\$254,950
Reimbursable Exp. (printing, mailing, travel, etc.)	\$ 11,950	

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TIGHE & BOND, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 12, 1984. 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: 77856

Certificate Number: 0006558236



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: TIGHE & BOND, INC.	Business ID: 77856
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 09/12/1984	Name in State of Incorporation: TIGHE & BOND, INC.
Date of Formation in Jurisdiction: 09/12/1984	
Principal Office Address: 53 SOUTHAMPTON ROAD, WESTFIELD, MA, 01085, USA	Mailing Address: 53 Southampton Road, Westfield, MA, 01085, USA
Citizenship / State of Incorporation: Foreign/Massachusetts	
	Last Annual Report Year: 2024
	Next Report Year: 2025
Duration: Perpetual	
Business Email: tduquette@tighebond.com	Phone #: 413-572-3217
Notification Email: tduquette@tighebond.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ENGINEERS AND ENGINEERING	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
ROBERT BELITZ / President	53 SOUTHAMPTON ROAD, Westfield, MA, 01085, USA
Peter Grabowski / Director	53 Southampton Road, Westfield, MA, 01085, USA
Tiffany Labrie / Director	53 Southampton Road, Westfield, MA, 01085, USA
Lisa Robert / Director	53 Southampton Road, Westfield, MA, 01085, USA
Daniel Rukakoski / Director	53 Southampton Road, Westfield, MA, 01085, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 8 Go to Page

Registered Agent Information

Name: Registered Agent Solutions, Inc.

Registered Office Address: 10 Ferry Street 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street 313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

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

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The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

October 17, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

TIGHE & BOND, INC.

is a domestic corporation organized on **March 30, 1984**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

CERTIFICATE OF CORPORATE SECRETARY


I, Peter J. Grabowski, hereby certify that I am Corporate Secretary of Tighe & Bond, Inc. and that the following vote was duly adopted by the Board of Directors of the Corporation on November 30, 2023.

VOTED:

That Robert S. Belitz, Richard J. Benevento, John W. Block, Christopher C. Bone, Douglas G. Cheppo, Jason L. Curtis, Peter B. Galant, Peter J. Grabowski, Francis J. Hoey, III, Tiffany T. Labrie, April S. Lassard, William P. Mertz, Miles H. Moffatt, Daniel P. Rukakoski, Peter M. Valinski, and Joseph P. Viamari, acting singly, be and are hereby authorized and directed for and on behalf of the Corporation, to negotiate, enter into, execute, and deliver any and all proposals, agreements and contracts, required by the Corporation in the performance of all of its services, and all other related matters in the ordinary course of the Corporation's business, such proposals, agreements and contracts to be on and subject to such terms as said signatory may deem necessary or appropriate and in the best interest of the Corporation; the execution and delivery of same to be conclusive evidence that such proposals, agreements and contracts and terms and conditions thereof are binding on the Corporation and authorized by this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this 18th day of June 2024.

This certificate is good for thirty (30) days or until the next Board Vote, whichever is greater.


Peter J. Grabowski
Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

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 Brown & Brown of MA 107 Audubon Rd Wakefield MA 01880		CONTACT NAME: Thomas M. Mullard PHONE (A/C, No, Ext): (781) 245-5400 FAX (A/C, No): (781) 245-5463 E-MAIL ADDRESS: tom.mullard@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity Company of America	NAIC # 25888
		INSURER B: Travelers Property Casualty Company of America	25874
		INSURER C: Travelers Casualty and Surety Company	19038
		INSURER D: XL Specialty Insurance Company	37885
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2024 **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"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	8803L850582	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		8A0R112212	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6N395203	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	UB4N087733	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng Prof Liab incl Pollution		DPR5027713	04/14/2024	04/14/2025	PER CLAIM 5,000,000 AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Mt. Washington State Park Assessment and Recommendations for Improvement
State of New Hampshire, DNCR - Capital Projects & Maintenance and all others required are included as additional insured to the extent allowed on the blanket additional insured endorsements included on the above listed GL policy.

CERTIFICATE HOLDER		CANCELLATION	
State of New Hampshire, DNCR - Capital Projects & Maintenance 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 	

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