



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

JS

Stephanie L. Simek, Ph.D.
Executive Director

60

March 13, 2025

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into an **Emergency Sole Source** contract with Shawn MacKillop Concrete, LLC (SMC) (Vendor Code #517020), Lancaster, NH, in the amount of \$57,661.00 to install new roofing at the Berlin State Fish Hatchery, Berlin, NH effective upon Governor and Council approval through June 30, 2025. 100% Capital Funds.

Funding is available in account: Fish Hatchery Construction/Renovation as follows

30-07500-93140000-034-500161

FY25
\$57,661.00

Explanation

This contract is an **Emergency Sole Source** because the service to be performed is considered an emergency due to its critical nature. The shingles have been disintegrating over time and very few are left to protect the Berlin State Fish Hatchery Building. The roof already leaks in several locations. The coinciding issue is there is only one Vendor willing to utilize the previously purchased materials available onsite. After determining state contracted vendors would not be able to provide the service, a waiver was submitted to and ultimately approved by the Department of Administrative Services. This contract was delayed last winter due to the state procurement requirements. The Vendor was not able to acquire all of the necessary documents. As of now, he has secured all of the necessary documents and this work will commence upon approval.

SMC is the only construction company in the state that was willing to utilize previously purchased metal roofing materials on the main hatchery building at the Berlin State Fish Hatchery. After receiving approval to utilize the Capital Improvement monies originally allocated to Powder Mill Hatchery's treatment efforts, we contacted both state vendors. Prime Roofing never responded and Melanson Roofing said they could not do the work because of the distance. We then spent several weeks making calls to several companies in the North Country and any other company names we received via word of mouth. None of them were willing to do the work with the available, aged materials. We finally found SMC. They were not only willing to do the work, but submitted a bid that was just under \$69,000 in savings to companies willing to start from scratch (Figure 1). A waiver was approved on October 30, 2024 to bypass the state bidding process. Unfortunately, there were some administrative paperwork delays but the vendor has reconciled those issues. The roof has been deteriorating for almost a decade now and in last week's high-wind weather, most of the remaining shingles blew off.

The estimates received for this project are as follows, \$57,661.00 with use of materials and \$126,540.00 new construction, respectively. If approved, this request will save the state just under \$69,000.00.

Respectfully submitted,

Stephanie L. Simek, Ph. D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

Figure 1. Approved waiver received October 30, 2024 enabling Shawn Mackillop Concrete, LLC to submit a contract for the work.



**DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: 10/23/2024

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

| | |
|---|--|
| Requester: Dianne Timmins, Inland Fisheries Chief | Agency: Fish & Game |
| Commodity: Roofing Repair | Vendor: Shawn MacKillop Construction (SMC) |
| RFB/RFP/RFQ (If applicable) N/A | Contract: 8003159, 8003160 |
| Est. Amount: \$57,661.00 | |

PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

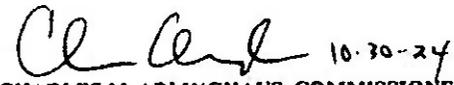
Fish & Game is requesting to waive the mandatory contract usage to make urgent repairs to the roof of the Berlin Fish Hatchery (see attached letter dated 10/16/2024, from Executive Director Scott Mason for details) with Shawn MacKillop Construction (SMC) in the amount of \$57,661.00. The statewide Contractors, Prime Roofing Company and The Melanson Company were solicited for quotes. Prime Roofing Company did not respond and The Melanson Company could not perform the services due to the distance. Additionally, Fish & Game procured the materials. Many vendors did not want to perform the work with the materials already on-site due to a liability of the unknown quality of the materials. It would be in the best interest of the state to conduct this urgent repair with Shawn MacKillop Construction (SMC) who will use the materials already on-site for a cost avoidance of \$89,761.00 when compared to the quote from Ultra Loc Roof Systems who will procure their own materials. Fish & Game will be using a P-37 single agency contract form with the vendor and seeking Governor and Executive Council approval as required once this waiver is approved.

SUBMITTED FOR ACCEPTANCE BY:

2024.10 Christo
23 pher R. Mathew T.
09.23.0 Fuller Stanton
0-0400 Fuller
PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:


GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE, UNDER
THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
REVISED STATUTES, ANNOTATED 21-I:14, XII.

 10.30.24
CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-8500
(603) 271-3421
FAX (603) 271-5829

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Scott R. Mason
Executive Director

October 16, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Requested Action-Waiver of Purchasing Requirements (Adm 601.05)

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Sole Source** contract with SMC Construction (Vendor Code #517020), Lancaster, NH, in the amount of \$57,661.00 to install metal roofing at the Berlin State Fish Hatchery, Berlin, NH effective upon Executive Director's approval through June 30, 2025. Funding is 100% Fish and Game Funds.

Funding is available in account:

| | | |
|------------------------------|------------------|----------------------------|
| 30-07500-93140000-034-500162 | Capital Projects | <u>FY25</u> \$57,661.00 |
|------------------------------|------------------|----------------------------|

Explanation

SMC Construction is the only construction company in the state that was willing to utilize previously purchased metal roofing materials on the main hatchery building at Berlin State Fish Hatchery. After receiving approval to utilize the Capital Improvement monies originally allocated to Powder Mill Hatchery's treatment efforts, we contacted both state vendors. Prime Roofing never responded and Melanson Roofing said they could not do the work because of the distance. We then spent several weeks making calls to several companies in the North Country and any other company names we received via word of mouth. None of them were willing to do the work with aged materials. The roof has been deteriorating for almost a decade now and was a project that kept getting pushed back due to more severe hatchery emergencies (ie wells falling, etc). The roof has deteriorated to the point where it is considered an emergency. Last month, SMC was mentioned to us from a colleague and we gave them a call. They came out and visited the site and provided an estimate (Figure 1). In the interim, another construction company had submitted an estimate (Figure 2). That estimate was for all new roofing materials. The estimates are \$57,661.00 and \$126,540.00, respectively.

We are making this request in an effort to save the state just under \$69,000.00.

Respectfully submitted,

Scott R. Mason, Executive Director
NH Fish and Game Dept.

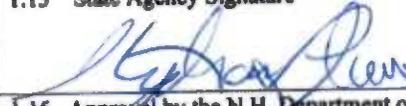
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|--|---|-------------------------------------|
| 1.1 State Agency Name NH Fish & Game Dept. | | 1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301 | |
| 1.3 Contractor Name Shawn MacKillop Concrete | | 1.4 Contractor Address 107 Gore Road Lancaster, NH 03584 | |
| 1.5 Contractor Phone Number 603-631-0354 | 1.6 Account Unit and Class 93140000 34 500162 | 1.7 Completion Date June 30, 2025 | 1.8 Price Limitation \$57,661.00 |
| 1.9 Contracting Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director | | 1.10 State Agency Telephone Number (603) 271-3511 | |
| 1.11 Contractor Signature  Date: 3/14/25 | | 1.12 Name and Title of Contractor Signatory Shawn MacKillop, Owner | |
| 1.13 State Agency Signature  Date: 3/14/25 | | 1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director, NH Fish and Game Department | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/24/2025 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials SM
 Date 3/14/25

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials SM
Date 3/14/25

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.

Exhibit A

Special Provisions

NH Fish & Game requests to waive the requirement 14.1.1 by reducing the amount of insurance to \$500,000.00 per occurrence and \$1,000,000.00 in aggregate.

Exhibit B

Scope of Services

Work to strip off old shingles and disposal.

Roof building with metal roofing provided on site.

Any extra materials needed to roof building that's not there will be extra for cost of materials.

After stripping off old shingles any rotten spots needed patching will be charged \$100 a sheet of plywood for materials and labor. A preliminary estimate of up to 25 sheets is likely to be needed.

Labor: \$42,754.00

Preliminary Estimated Supplies and Cost:

| | |
|---|------------|
| Metal roofing additional materials | \$2500.00 |
| Plywood | \$2500.00 |
| High Temp ice/water barrier (Grace) \$235.87/roll | \$9,907.00 |

Supply Total: \$14, 907.00

If any additional materials are needed to complete the project, they will be added to this contract.

Includes all labor, disposal and roofing with materials provided

Exhibit C

Method of Payment

Method of payment shall be as follows. The owner of Shawn Mackillop Concrete, LLC (Vendor Code #517020), shall receive payment for services rendered in accordance with the following schedule of costs. Payment will be made thirty (30) days after completion of work or receipt of invoice, whichever is later. Total services not to exceed \$57,661.00 from the Fish and Game Department.

Contractor Initials SM
Date 3/14/25

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 SHAWN MACKILLOP CONCRETE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 11, 2025. 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: 986754

Certificate Number : 0007090972



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2025.

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

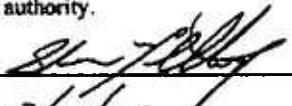
David M. Scanlan
Secretary of State

| | |
|---|--|
| <h1>SMC</h1> | 107 Gore Rd Lancaster, NH 03584 (603)-631-0354 shawnmackillopconcrete@gmail.com |
| Shawn MacKillop Construction | |

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Shawn MacKillop hereby certify that I am the sole proprietor of Shawn MacKillop Concrete (name of business), which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the trade name.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: 

Date: 3/17/25

State of New Hampshire, County of Cook

On this the 14 day of March 2025, before me Sandra MacKillop, the undersigned officer, personally appeared Shawn MacKillop, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Sandra M. MacKillop I.P.
 EXT 10/18/2025



