

48



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

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43



June 20, 2025

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, Cannon Mountain to enter into a **Sole Source** contract with Summit Resources LLC (VC#540406), Jackson, NH in the amount of \$378,350 for labor and materials required for the snowmaking mainline replacement at Cannon Mountain Ski Area effective upon Governor and Executive Council approval through September 28, 2025. 50% Cannon Mountain Capital Improvement Fund, 50% Federal Funds.

Funding is available in account entitled, Cannon Capital Improvements, as follows:

	<u>FY 2026</u>
03-035-035-350030-31320000-034-500162 – Repair/Renovation Buildings	\$189,175

Funding is available in account entitled, LW Conservation Fund Grants, as follows:

	<u>FY 2026</u>
03-035-035-351510-37170000-072-509073, Grants Federal	\$189,175

EXPLANATION

The mainline serves as a key artery for all our snowmaking apparatus at Cannon Mountain. Due to corrosion pinholes, and other major breaches along the line in recent years, snowmaking virtually in its entirety is currently at risk. In the winter of the 2023/2024 season emergent measures were taken including excavation of the line and re-weld of a section that failed resulting in a total loss of pressure. During this response it was noted that the walls on the pipe were below sufficient thickness for maintaining the required pressure for snowmaking. Due to the urgency of the project, proximity of the vendor, and the vendor’s ability to complete the project within a compressed project timeline we are seeking **Sole Source** approval to ensure Cannon Mountain can maintain snowmaking capabilities during the upcoming season.

Cannon Mountain is undertaking a significant improvement project to enhance the reliability and efficiency of its snowmaking system. The primary objective of this project is to replace broken and cracked segments of the Peabody main snowmaking water line, ensuring optimal performance and longevity. This includes the installation of approximately 2,500 feet of 12” Schedule 80 pipe from the Fischer valve in Snowbase to the new J-house in the Peabody area, along with an estimated 2,000 feet of buried frost-free line. A new J-house will be constructed with a 10’x12’ pre-cast concrete base, equipped with upgraded gaskets and valves to seamlessly integrate with the existing uphill line. This installation will feature a strategic layout to minimize 90-degree connections, optimizing flow and reducing strain on the system.

Additional improvements include the installation of class 600 Bray valves for drainage and future expansion, two lateral extensions from the mainline equipped with Roger hydrants, and the assembly of a 3” line from the road above Snowbase, terminating inside Snowbase for enhanced water distribution. All replaced pipes within Snowbase will be freshly painted to improve visibility and longevity. The project will conclude with comprehensive site restoration, including clean-up, revegetation, and mulching to restore the natural landscape. These upgrades are set to significantly improve the durability and efficiency of Cannon Mountain's snowmaking operations, positioning it for stronger performance in the coming seasons.

Utilization of the Cannon Mountain Capital Improvement fund for this project was recommended by the Cannon Mountain Advisory Commission on April 26, 2024, approved by the Capital Budget Overview Committee on October 2, 2024, item #24-010, and by Governor and Executive Council on October 16, 2024, item #57.

DNCR has determined that the vendor is in good standing with the Secretary of State’s Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

 (s)

Sarah L. Stewart
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd., Concord, NH 03301	
1.3 Contractor Name Summit Resources LLC		1.4 Contractor Address PO Box 425, Jackson, NH 03846	
1.5 Contractor Phone Number 603-520-3465	1.6 Account Unit and Class 03-035-035-350030-31320000-034-500162 03-035-035-351510-37170000-072-509073	1.7 Completion Date September 28, 2025	1.8 Price Limitation \$378,350
1.9 Contracting Officer for State Agency David Webster, Business Administrator II		1.10 State Agency Telephone Number 603-823-8800 Ext. 721	
1.11 Contractor Signature  Date: 6/19/2025		1.12 Name and Title of Contractor Signatory Douglas Fzhera, Manager	
1.13 State Agency Signature  Date: 6/20/25		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner DNCR	
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:  Nathan W. Kenison-Marvin Assistant Attorney General On: July 7, 2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

PROJECT No.: LWCF 33-0073

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. Notice of Federal Funding

- A. This Project is funded under a grant to the Department of Natural and Cultural Resources (DNCR) from the federal government through the **Outdoor Recreation Acquisition, Development and Planning Grant** with the source of funds being the **Land and Water Conservation Fund (LWCF)**, identified under the Catalog of Federal Domestic Assistance (CFDA) number **15.916**. Therefore, all work or services performed by the Contractor and its subcontractors shall be subject to the terms and conditions set forth in this Exhibit in addition to all terms and conditions in the Agreement, General Conditions, Supplementary Conditions, and other contract documents. The concepts, rules and guidelines set forth in 2 CFR 200 describing allowable costs and administrative requirements apply.

29. General

- A. The Contractor and subcontractors shall comply with all requirements applicable to contracts under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority **The Department of the Interior** may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.
- B. **Work Hours:** The Contractor shall comply with all applicable provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

30. Debarment and Suspension

- A. By signing the Agreement, the Contractor attests that in accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participation in covered transactions as defined in 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during the contract term, the Contractor shall immediately notify the State.

31. Nondiscrimination

- A. Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), Contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
- B. Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)
- C. Equal Opportunity in Construction Projects: Pursuant to 41 CFR Part 60, during the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against an employee or applicant for employment because such employee or applicant has inquired about, or discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - a. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

32. Minority Businesses

- A. The Contractor must take all necessary affirmative steps as prescribed by 2 CFR 200.321 to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever there are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring subcontractors to take the affirmative steps listed above.

33. Procurement

A. Domestic Preference: The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1. For the purposes of this Project the requirements of 2 CFR 200.322 (c) Buy America preferences for infrastructure projects, set forth in 2 CFR 184, do not apply.

B. Recovered Materials: The Contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed in 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

C. Prohibition of Certain Telecommunications and Video Surveillance Equipment: The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

34. Other Laws and Regulations

A. Environmental Laws and Regulations: The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempted under **The Department of the Interior** supplemental guidance, terms and conditions of the Agreement or the prime agreement between **The Department of the Interior** and the State.

1. The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.
- B. Clean Air Act and Federal Water Pollution Control Act: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the State and Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violations of these standards, orders, or regulations.
- C. Copeland Anti-Kickback: The Contractor shall comply with all applicable provisions of the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated into this Agreement by reference. This act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Contractor shall report all suspected or reported violations to the State and the U.S. Department of Treasury.

35. Lobbying Restrictions

- A. The Contractor certifies by signing the Agreement, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1253.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," OMB Number 4040-0013, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification is included in all subcontracts, sub-subcontracts, and material supply agreements, at all tiers, and that all such sub agreements shall certify and disclose accordingly.

36. Protections for Whistleblowers

- A. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to

public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.

- B. The list of persons and entities referenced in the paragraph above includes the following:
1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the US Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or employee of the State, subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- C. The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant language of the workforce.

37. Safety

- A. **Seat Belt Use:** The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- B. **Text Messaging:** The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

EXHIBIT B – SCOPE OF SERVICES

Scope of Work

Summit Resources LLC (hereinafter referred to as the “Contractor” shall provide the State of New Hampshire (hereinafter referred to as the “State”) “construction services” to , by, on, or before the Completion Date. The Contractor shall be responsible for all labor, materials, equipment and services required for the project, in compliance with, and as indicated below, within Exhibit D and any subsequent Addendum issued, copies of which the Contractor acknowledges receipt of:

The purpose of this Contract is for the Contractor to provide the State of New Hampshire with all labor, material and equipment required for the Cannon Mountain snowmaking mainline project. The Contractor acknowledges receipt of, and agrees to the following scope of work:

1. Contractor responsible for power/utilities locate.
2. Supply and install estimated 2500' 12" schedule 80 pipe from Fischer valve in Snowbase to new J-house in Peabody area and J-46. Contractor responsible for exact footage.
3. Estimated 2000' of buried frost-free line. Contractor responsible for exact footage.
4. Install new J-house with supplied valve to tie into existing uphill line.
 - a. 10'x12' pre-cast concrete base
 - b. New gaskets
 - c. Avoid 90 degree tie-in to uphill, add 3" plug near valve

- d. 12" valve provided by Cannon
5. Install new 6" class 600 bray valve for drain in new J-house.
6. Install new 4" class 600 bray valve and stub to outside of new J-house for future.
7. Install two laterals from mainline with Roger hydrants. Contractor responsible for exact footage.
8. Assemble and place 3" line from road above Snowbase to be terminated inside of Snowbase. Pipe provided by Cannon. Contractor responsible for any shortage in length.
9. Tie-in to existing drain valves in Snowbase.
10. Paint pipes that are replaced in Snowbase.
11. Clean-up, revegetation and mulch.

EXHIBIT C – PRICE AND PAYMENT PROVISIONS

Price Limitation

The total price limitation is the Total of **\$378,350** with no stipulations provided.

Method of Payment

Payments shall be made monthly in proportion to the work completed and approved 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 completion date of **September 28, 2025**.

Exhibit D

Supply/Install costs and hourly pay

Improvement to Peabody main snowmaking water line:

1. Bidder responsible for power/utilities locate.
2. Supply and install estimated 2500' 12" schedule 80 pipe from Fischer valve in Snowbase to new J-house in Peabody area and J-46. Bidder responsible for exact footage.
3. Estimated 2000' of buried frost-free line. Bidder responsible for exact footage.
4. Install new J-house with supplied valve to tie into existing uphill line.
 - a. 10'x12' pre-cast concrete base
 - b. New gaskets
 - c. Avoid 90 degree tie-in to uphill, add 3" plug near valve
 - d. 12" valve provided by Cannon
5. Install new 6" class 600 bray valve for drain in new J-house.
6. Install new 4" class 600 bray valve and stub to outside of new 1-house for future.
7. Install two laterals from mainline with Roger hydrants. Bidder responsible for exact footage.
8. Assemble and place 3" line from road above Snowbase to be terminated inside of Snowbase. Pipe provided by Cannon. Bidder responsible for any shortage in length.
9. Tie-in to existing drain valves in Snowbase.
10. Paint pipes that are replaced in Snowbase.
11. Clean-up, revegetation and mulch.

Description	Description (Cont.)	Bidder to Fill in with Costs
Power/Utilities Locate	Cost for locating power/utilities	\$1,800
Supply 12" Schedule 80 Pipe	Estimated 2500' from Fischer valve in Snowbase to new 1-house in Peabody area and J-46. Bidder responsible for exact footage.	\$139,600
Supply Frost-Free Line	Estimated 2000' buried frost-free line. Bidder responsible for exact footage.	\$0
New J-House with Supplied Valve	Tie into existing uphill line. Includes:	\$18,000
	a. 10'x12' pre-cast concrete base	
	b. New gaskets	
	c. Avoid 90-degree tie-in to uphill, add 3" plug near valve	
	d. 12" valve provided by Cannon	
6" Class 600 Bray Valve for Drain	For new 1-house.	\$2,405
4" Class 600 Bray Valve and Stub	Stub to outside of new 1-house for future use.	\$1,758
Two Laterals with Roger Hydrants	Bidder responsible for exact footage.	\$3,000

Contractor Initials: **DF**
 Date: **6/19/2025**

Tie-in to Existing Drain Valves in Snowbase	Cost for tie-in to existing drain valves.	\$5,000
Paint Replaced Pipes in Snowbase	Cost for paint.	\$250
Total Labor for all services including Clean-up, Revegetation, Mulch and the 3" Line from Road Above Snowbase	Total labor needed for all scope of services listed above and listed in description.	\$206,537
	Total	\$378,350

Contractor Initials: **DF**
Date: **6/19/2025**