CJG

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

16A

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Highway Maintenance
October 1, 2025

REQUESTED ACTION

1. Authorize the Department of Transportation (NHDOT) to enter into a contract with Bazin Brothers Trucking, Inc., Vendor # 160475, of Westminster, VT, on the basis of a low bid of $708,113 to reconstruct a roadway slope along NH Route 12 in Charlestown, NH, effective upon Governor and Executive Council approval through April 1, 2026. 100% State Funds.

Funding is available as follows for FY 2026:

04-96-96-963015-3039	FY 2026
Betterment	
400-500870	
Construction Repair Materials	$708,113

2. Further authorize that a contingency in the amount of $70,811.30 be approved for payment of latent conditions, which may appear during the construction of the project. The contingency requested is 10% of the contract amount.

Funding is available as follows:

04-96-96-963015-3039	FY 2026
Betterment	
400-500870	
Construction Repair Materials	$70,811.30

EXPLANATION

The purpose of this contract is to reconstruct and stabilize the roadway slope adjacent to NH Route 12 in Charlestown that experienced a slope failure on May 10, 2025 and necessitated the roadway to be restricted to one lane controlled by temporary traffic signals. This section of roadway was partially rebuilt in 2022 following storm events, but due to complications involving the active rail line, the full extent of those repairs could not be accomplished. This project will address the embankment between NH Route 12 and the Connecticut River, reconstructing it to stabilize the system without affecting the rail line. There is a

planned project in the current draft Ten Year Plan to more comprehensively address this area of NH Route 12 with construction funds in 2028 and 2029.

During the 2022 roadway project, instrumentation was installed in the roadway embankment. In May 2025 the instruments reported slope movement adjacent to the roadway. Spring 2025 had many rain events, including eight straight weekends with measurable rainfall. The movement was attributed to a rise in the ground water level under the slope. The NHDOT closed down one lane of the roadway and began to study more permanent repairs. Reconstructing the slope using DOT forces was considered but we determined the scope of work was larger than could practically be completed. We worked with an on-call engineering firm to design a slope reconstruction project to address the deficiencies of the slope. After evaluating different options, a preferred alternative was selected, the design completed, and construction plans generated.

Due to the history of this location, the nature of these storm repairs, and need to open NH Route 12 to two-way traffic, NHDOT used an expedited project delivery and bidding. We solicited contractors from the greater area that were capable of this 500' slope reconstruction project. After meeting on site with seven contractors present, submitting the construction plans to the interested parties and a two-week bid period, proposals were opened. Four bids were received and the low total bid selected.

The work to be completed by this project will result in a stable slope to bring us to the Ten Year Project that will address the stability of the entire roadway system.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

We respectfully request your approval. The Department of Transportation 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.

Sincerely,

William Cass

William J. Cass, P.E.
Commissioner

Attachments

BID FORM

Charlestown 45191

Slope Rehabilitation in Charlestown NH 12

Company Name (Print) BAZIN BROTHERS TRUCKING, INC.

Authorized Signor (Print) JEFFREY R. MARSDEN, V.P.

Signature Jeffrey R. Marsden

Telephone Number (802) 463-2077

Email jmarsden@bazinbrothers.com

Address 2425 BACK WESTMINSTER ROAD
WESTMINSTER, VT 05158

SUMMARY OF QUANTITIES

ITEM NO	ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Extension
201.1	Clearing and Grubbing	A	0.26	$60,000.0	$15,600.00
202.7	Removal of Guardrail	LF	200	$6.00	$1,200.00
203.1	Common Excavation	CY	4120	$17.50	$72,100.00
604.4	Crushed Stone (Fine Gradation) (F)	CY	340	$65.00	$22,100.00
520.2	Concrete Class B	CY	0.1	$10,00.00	$1,000.00
585.2	Stone Fill, Class B	CY	5040	$58.00	$292,320.00
585.3	Stone Fill, Class C	CY	2590	$68.00	$176,120.00
593.211	Geotextile; Separation Cl 1, Non-woven	SY	3351	$3.00	$10,053.00
606.18011	31" W-Beam Guardrail with 8" Offset Block (8' Stell Posts)	LF	200	$40.00	$8,000.00
606.4179	Portable Concrete Barrier for Traffic Control (Department Supplied)	LF	600	$16.00	$9,600.00
606.91	Resetting or Setting Guardrail	LF	290	$25.00	$7,250.00
606.9522	Temp. Impact Attenuation Device (Non-Redirective) Test Level 2 (Department Supplied)	U	2	$1,000.00	$2,000.00
628.2	Sawed Bituminous Pavement	LF	490	$5.00	$2,450.00
670.0481	Access Road	U	1	$83,000.0	$84,000.00
670.104	Temporary Portable Lights	U	2	$2,160.00	$4,320.00
				TOTAL	$708,113.00

BID FORM

Charlestown 45191

Slope Rehabilitation in Charlestown NH 12

Company Name (Print) Weaver Bros. Const. Co., Inc.

Authorized Signor (Print) Adam Bates

Signature

Telephone Number 603-228-8631

Email abates@wbcc.biz

Address 1629 Route 3A
Bow, NH 03304

SUMMARY OF QUANTITIES

ITEM NO	ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Extension
201.1	Clearing and Grubbing	A	0.26	210,000.00	$54,600.00
202.7	Removal of Guardrail	LF	200	15.00	$3,000.00
203.1	Common Excavation	CY	4120	36.00	$148,320.00
604.4	Crushed Stone (Fine Gradation) (F)	CY	340	85.75	$29,155.00
520.2	Concrete Class B	CY	0.1	14,000.00	$1,400.00
585.2	Stone Fill, Class B	CY	5040	80.00	$403,200.00
585.3	Stone Fill, Class C	CY	2590	90.00	$233,100.00
593.211	Geotextile; Separation Cl 1, Non-woven	SY	3351	4.50	$15,079.50
606.18011	31" W-Beam Guardrail with 8" Offset Block (8' Stell Posts)	LF	200	45.00	$9,000.00
606.4179	Portable Concrete Barrier for Traffic Control (Department Supplied)	LF	600	47.50	$28,500.00
606.91	Resetting or Setting Guardrail	LF	290	35.00	$10,150.00
606.9522	Temp. Impact Attenuation Device (Non-Redirective) Test Level 2 (Department Supplied)	U	2	10,000.00	$20,000.00
628.2	Sawed Bituminous Pavement	LF	490	3.50	$1,715.00
670.0481	Access Road	U	1	305,000.00	$305,000.00
670.104	Temporary Portable Lights	U	2	25,000.00	$50,000.00
				TOTAL	$1,312,219.50

BID FORM

Charlestown 45191

Slope Rehabilitation in Charlestown NH 12

Company Name (Print) BERG CONTRACTING AND CONSTRUCTION, LLC

Authorized Signor (Print) Joel Berg

Signature

Telephone Number 603 585-6803

Email kevin@bergcontracting.com

Address 241 Route 12 S
Fitzwilliam, NH 03447

SUMMARY OF QUANTITIES

ITEM NO	ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Extension
201.1	Clearing and Grubbing	A	0.26	$375,000.00	$97,500.00 Ninety-seven Thousand Five Hundred and xxx/100
202.7	Removal of Guardrail	LF	200	$12.22	$2,444.00 Two Thousand Four Hundred Forty-Four and xxx/100
203.1	Common Excavation	CY	4120	$15.25	$62,830.00 Sixty-Two Thousand Eight Hundred Thirty and xxx/100
604.4	Crushed Stone (Fine Gradation) (F)	CY	340	$48.75	$16,575.00 Sixteen Thousand Five Hundred Seventy-Five and xxx/100
520.2	Concrete Class B	CY	0.1	$6,385.00	$638.50 Six Hundred Thirty-eight and 50/100
585.2	Stone Fill, Class B	CY	5040	$52.75	$265,860.00 Two Hundred Sixty-Five Eight Hundred Sixty and xxx/100
585.3	Stone Fill, Class C	CY	2590	$63.50	$164,465.00 One Hundred Sixty-Four Thousand Four Hundred Sixty-Five and xxx/100
593.211	Geotextile; Separation Cl 1, Non-woven	SY	3351	$3.15	$10,555.65. Ten Thousand Five Hundred Fifty-Five and 65/100
606.18011	31" W-Beam Guardrail with 8" Offset Block (8' Stell Posts)	LF	200	$55.55	$11,110.00 Eleven Thousand One Hundred Ten and xxx/100
606.4179	Portable Concrete Barrier for Traffic Control (Department Supplied)	LF	600	$9.45	$5,670.00 Five Thousand Six Hundred Seventy and xxx/100
606.91	Resetting or Setting Guardrail	LF	290	$33.35	$9,671.50 Nine Thousand Six Hundred Seventy-one and 50/100
606.9522	Temp. Impact Attenuation Device (Non-Redirective) Test Level 2 (Department Supplied)	U	2	$1,305.00	$2,610.00 Two Thousand Six Hundred Ten and xxx/100
628.2	Sawed Bituminous Pavement	LF	490	$6.65	$3,258.50 Three Thousand Two Hundred Fifty-Eight and 50/100
670.0481	Access Road	U	1	$79,360.00	$79,360.00 Seventy-Nine Three Hundred Sixty and xxx/100
670.104	Temporary Portable Lights	U	2	$4,450.00	$8,900.00 Eight Thousand Nine Hundred and xxx/100
				TOTAL	$741,448.15 Seven Hundred Forty-One Thousand Four Hundred Forty-Eight and 15/100

BID FORM

Charlestown 45191

Slope Rehabilitation in Charlestown NH 12

Company Name (Print) Nott's Excavating, Inc.

Authorized Signor (Print) Marcy A. Nott, Vice President

Signature Marcy A. Nott 9/26/25

Telephone Number 802-295-2734

Email nottexcavating@comcast.net

Address 185 Equestrian Way, White River Junction, VT 05001

SUMMARY OF QUANTITIES

ITEM NO	ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Extension
201.1	Clearing and Grubbing	A	0.26	$135,0000	$35,100.00 thirty-five thousand one hundred dollars
202.7	Removal of Guardrail	LF	200	$11	$2,200.00 two thousand two hundred dollars
203.1	Common Excavation	CY	4120	$40	$164,800.00 one hundred sixty-four thousand eight hundred dollars
604.4	Crushed Stone (Fine Gradation) (F)	CY	340	$60	$20,400.00 twenty thousand four hundred dollars
520.2	Concrete Class B	CY	0.1	$600	$60.00 sixty dollars
585.2	Stone Fill, Class B	CY	5040	$100	$504,000.00 five hundred four thousand dollars
585.3	Stone Fill, Class C	CY	2590	$100	$259,00.00 two hundred fifty-nine thousand dollars
593.211	Geotextile; Separation Cl 1, Non-woven	SY	3351	$6	$20,106.00 twenty thousand one hundred six dollars
606.18011	31" W-Beam Guardrail with 8" Offset Block (8' Stell Posts)	LF	200	$42	$8,400.00 eight thousand four hundred dollars
606.4179	Portable Concrete Barrier for Traffic Control (Department Supplied)	LF	600	$24	$14,400.00 fourteen thousand four hundred dollars
606.91	Resetting or Setting Guardrail	LF	290	$31	$8,990.00 eight thousand nine hundred ninety dollars
606.9522	Temp. Impact Attenuation Device (Non-Redirective) Test Level 2 (Department Supplied)	U	2	$1	$2.00 two dollars
628.2	Sawed Bituminous Pavement	LF	490	$7	$3,430.00 three thousand four hundred thirty dollars
670.0481	Access Road	U	1	$142,000	$142,000.00 one hundred forty-two thousand dollars
670.104	Temporary Portable Lights	U	2	$9,000	$18,000.00 eighteen thousand dollars
				TOTAL	$1,200,888.00

one million two hundred thousand eight hundred eighty-eight dollars BF1

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 NH Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302	
1.3 Contractor Name Bazin Brothers Trucking, Inc.		1.4 Contractor Address 2425 Back Westminster Road Westminster, VT 05158	
1.5 Contractor Phone Number (802) 463-2077	1.6 Account Unit and Class 04-96-96-963015-3039	1.7 Completion Date April 1, 2026	1.8 Price Limitation $778,924.30
1.9 Contracting Officer for State Agency Timothy Boodey		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature Jeffrey R. Marsden Date: 9/30/2025		1.12 Name and Title of Contractor Signatory Jeffrey R. Marsden, V.P.	
1.13 State Agency Signature Susan M Klose Date: 10/1/25		1.14 Name and Title of State Agency Signatory Susan M Klose Director of Operations	
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: Christina Wu On: 10/2/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JRM
Date 9/30/2025

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.

Contractor Initials JRM
Date 9/30/2025

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 JRen

Date 9/30/2025

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 JRM
Date 9/30/2025

EXHIBIT "A" SPECIAL PROVISIONS

1. Any failure of the CONTRACTOR to meet the requirements of this contract shall constitute an event of default and provide justification for the DEPARTMENT to immediately terminate the contract.

2. The contractor shall coordinate with the Department all aspects of traffic control and changes to the traveling public with Department personnel.

3. The Bureau of Highway Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The CONTRACTOR shall conduct their work in a manner consistent with this policy.

4. The contractor shall conduct his work activities in a safe manner so as to protect Department personnel as well as the public. The contractor, at their own expense, shall furnish safety devices and take other precautions whenever required to protect life and property.

5. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the CONTRACTOR'S proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

6. This contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the contractor's proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

Contractor's Initials JRM
Date 9/30/25

EXHIBIT "B" – SCOPE OF SERVICES

GENERAL DESCRIPTION: The DEPARTMENT (NHDOT) seeks to engage a CONTRACTOR for the purpose of completing slope stabilization work as described below in Charlestown on NH 12 .

SCOPE OF SERVICES:

The contractor agrees to complete work as shown in the plans labeled Charlestown 45191 dated 09/08/2025. The NHDOT Standard Specifications for Road & Bridge Construction (2016) shall be considered incorporated and part of this contract between the NHDOT and contractor. The list of bid items is considered the list of record.

1) Bid Items

Provide attached bid form. See plan sheet two of fourteen for items and quantities subsidiary for item 670.0481 ACCESS ROAD

2) Award

Award will be based on the lowest total bid amount after all items are tallied. The right is reserved by the NHDOT to waive any informalities in or to reject any or all proposals

3) Other items

a) The successful bidder will be required to complete a State of New Hampshire Form Number P-37 Agreement and have it approved by the New Hampshire Governor and Council.
b) The NHDOT has secured a right of entry between Great River Hydro, LLC and the State of New Hampshire to perform the work. This agreement is dated 9/3/2025 and will be provided to the successful bidder.
c) The NHDOT is securing, and will provide, an emergency authorization from the NHDES Wetlands Board to complete the work which will be provided and must be displayed at the work site.
d) All work will be conducted outside of the 2:1 Railroad influence line as shown on the plans.
e) The NHDOT is currently renting trailer-mounted temporary traffic signals. The Department will continue to rent these units and have them available during the life of this contract.

Contractor's Initials JRM
Date 9/30/25

EXHIBIT "C" – Payment Terms

COMPENSATION

The CONTRACTOR agrees to provide the construction and repairs as cited in Exhibit B (Scope of Services) at the item rates shown on the Bid Form subject to provision in the NHDOT Standard Specification for Road and Bridge Construction (2016)

TIME AND METHOD OF PAYMENT

All work specified in Exhibit A shall be invoiced to the DEPARTMENT monthly. The invoices shall be itemized so that accurate records of the work progression can be maintained. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Highway Maintenance District 4
19 Base Hill Road
Swanzey, NH 03446-3401

Invoices shall be rendered as work is completed. Payment will be made within thirty (30) days from the date of receipt of invoice.

Contractor's Initials SRM
Date 9/30/25