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



172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhtrails.org

May 7, 2026

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into a contract with Ray’s Electric and General Contracting, Inc. (VC#154714) of Berlin, NH, in the amount of \$228,638.21 to construct two snowmobile bridge abutments and approaches and install two new bridges on Corridor 19 snowmobile trail within the White Mountain National Forest (WMNF) in Chatham, NH, effective upon Governor and Executive Council approval through August 14, 2026. 100% Federal Funds.

Funding is available in account, Great American Outdoor Act, as follows:

	<u>FY 2026</u>
03-035-035-351510-32570000-103-500736 Contracts for Op Services	\$228,638.21

EXPLANATION

This request is to complete the final stage of work that was initiated as a collaborative effort known as the Challenge Cost Share Agreement between the Department of Natural and Cultural Resources (DNCR) and the United States Department of Agriculture (USDA), Forest Service to replace two bridges on the Corridor 19 snowmobile trail in Chatham, NH that is located within the White Mountain National Forest, and funded by the federal Great American Outdoors Act. Signed into federal law on August 4, 2020, the Great American Outdoors Act (GAOA) provided roughly \$9.5 billion over five years to address deferred maintenance within National Parks and public lands.

The Corridor 19 snowmobile trail in Chatham, NH is one of three major corridors that connect the State from north to south for snowmobiling. Corridor 19 runs along the eastern side of the state and without this corridor the snowmobile trail connectivity between Chatham and Gorham would be disconnected.

Conception:

This project was initially started because the White Mountain National Forest (WMNF) staff identified the two bridges in Chatham, NH as needing replacement due to the bridges not meeting current specifications for the US Forest Service bridge standards. Meeting these specifications is a requirement for complex bridges within federal property which includes site specific engineering for each bridge to raise them above the 100-year flood elevation.

To assist the state with the cost of replacing these bridges, the US Forest Service offered the above-mentioned Challenge Cost Share Agreement between the USDA, Forest Service, White Mountain National Forest and the Department of Natural and Cultural Resources in 2021. The acceptance of funds in the amount of \$349,997 for this Challenge Cost Share Agreement (21-CS-11092200-025) was originally approved by the Fiscal Committee on October 22, 2021, item # FIS_21-298 and approved by G&C on October 27, 2021, item # 81. While the federal funding for the agreement had an expiration date of 12/31/2023, approval was granted by the Fiscal Committee through June 30, 2023, as per state law which allows the acceptance of new funds only through the current biennium in which it is received. At

that time, we anticipated the need to return for an extension of acceptance at the start of the new FY 2024-2025 biennium so we could use the entire federal grant period authorization through 12/31/2023.

Contracting and Funding:

Upon approval of acceptance in October 2021 through February 2022, the Trais Bureau drafted Request for Qualification documents to seek availability of engineering services required for this project with assistance from the WMNF staff. In July 2022 the firms that responded to the RFQ were interviewed and HEB Engineers Inc was selected for this project. A contract with HEB Engineers Inc was finalized and then approved by G&C on February 8, 2023, item #88 with a contract expiration date of 12/31/2025.

Between the time of contract approval in 2023 and 2025, HEB Engineers Inc created site-specific engineered designs and acquired a Standard Dredge and Fill Wetlands Permit (NHDES File Number: 2024-03607) for this project.

As previously noted, knowing that we would be contracting services past June 30, 2023, and having authorization for use of the federal funds through 12/31/2023, we sought and were approved for an amendment to extend the use of funds through June 30, 2025. This amendment was approved by the Fiscal Committee on August 11, 2023, item #FIS_23-231 and approved by G&C on August 23, 2023, item #80 and included a federal agreement time extension through December 31, 2024. While known that the engineering services contract timeline was beyond the end date of 12/31/2024, the USDA could not extend the agreement beyond the 12/31/2024 end date at that time.

Subsequent to that amendment, to ensure being able to fund the project consistent with the approved timeline of the project with engineering services, the Challenge Cost Share Agreement was modified by USDA a second time to extend the project completion date from December 31, 2024 to August 25, 2026 with approval of a state expiration date of the funds of November 23, 2026 to allow 90 days for administrative project closeout process. This modification was approved by the Fiscal Committee on September 5, 2025, item #FIS_25-219 and approved by G&C on September 17, 2025, item # 53. While we had the USDA approval in August of 2024, we didn't bring it to the Fiscal Committee for acceptance until the start of the new biennium so as to make the request within the period of the new biennium which if approved, could accommodate the extension end date provided by the USDA.

Finally, in June 2025, HEB Engineers Inc submitted an Engineer's Opinion of Probable Construction Cost. Understanding the rising cost of materials for procuring two bridges for this project, the USDA offered DNCR an additional \$399,323 in funds to increase the financial support for this project.

Thus, a modification for a funding increase was approved by the USDA in the amount of \$399,323. This amendment was accepted as new funds and approved, as such, by the Fiscal Committee on November 21, 2025, item #FIS_25-271 and G&C on December 3, 2025, item #34.

Current project progress:

In fall of 2025, DNCR submitted a requisition to the Department of Administrative Services (DAS) to post a bid (RFB #57-26 due on 11/4/2025) for the purchase of two bridges. This bid includes all designs created by HEB Engineers Inc for this project. ADM Welding & Fabrication LLC was the low bidder and they are currently fabricating the bridges for summer 2026 delivery.

In February 2026, DNCR submitted bid documents (including the engineered designs and wetlands permit) to DAS to post an RFB (RFB DNCR 2026-10 due on 3/5/2026) for the construction portion of this project. Ray's Electric and General Contracting, Inc was the low bidder, and construction will commence upon approval of this requested item.

Respectfully submitted,


Adam J. Crepeau
Interim Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Bureau of Trails

Closing Date for **RFB DNCR 2026-10** (Project # TB-2601): March 5th, 2026 at 2:00 pm

**BRIDGE APPROACH CONSTRUCTION & BRIDGE INSTALLATION CORRIDOR 19 SNOWMOBILE TRAIL
CHATHAM, NH.**

Contractor Name and Address	Bid Amount
GT Burke & Sons Inc 170 Industrial Drive, Center Conway, NH 03818	\$389,000.00
Drew Corporation 342 Main Street, Lovell, ME 04051 PO Box 81, Center Lovell, ME 04016	\$233,050.00
G. W. Brooks & Son, Inc. 362 Eaton Road, Freedom, NH 03836	\$405,240.00
Triple Construction LLC 237 Daniel Webster Highway, Merrimack, NH 03056	\$364,419.00
Ray's Electric and General Contracting, Inc. 33 Jericho Road, PO Box 597, Berlin, NH 03570	\$228,638.21 low bidder
Sam Jeffers General Contractor LLC 361 Titus Hill, Colebrook, NH 03576	\$368,000.00 (Only 1 addendum)
Elevated Excavation LLC 1803 Riverside Drive, Berlin, NH 03570	\$269,300.00

Bidding Procedure: In January 2026, an invitation to submit bids for the construction of site-specific approaches and installation of two pre-purchased bridges on Corridor 19 snowmobile trail in Chatham, NH was issued in accordance with Department of Administrative Service's policy. Bids were due on March 5th, 2026, by 2:00pm. Seven (7) bid proposals were received and the low bidder was selected.

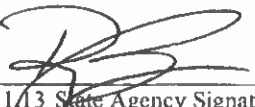

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Road, Concord, NH 03301	
1.3 Contractor Name Ray's Electric and General Contracting, Inc.		1.4 Contractor Address 33 Jericho Road, (PO Box 597), Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-1370	1.6 Account Unit and Class 32570000-103	1.7 Completion Date August 14, 2026	1.8 Price Limitation \$228,638.21
1.9 Contracting Officer for State Agency Alexis Rudko; Deputy Chief for Bureau of Trails		1.10 State Agency Telephone Number 603-271-3254	
1.11 Contractor Signature  Date: 3/30/24		1.12 Name and Title of Contractor Signatory Ryan Lavoie, Project Manager	
1.13 State Agency Signature  Date: 5-6-26		1.14 Name and Title of State Agency Signatory Adam J. Creneau, Interim Commissioner	
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: Mary E. Maloney		On: May 19, 2026	
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.

Contractor Initials RL
Date 3/30/24

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

BRIDGE APPROACHES & ABUTMENTS CONSTRUCTION & BRIDGE INSTALLATIONS PROJECT

EXHIBIT A

1. Amend P-37, Paragraph 8.2, by adding the following provision after § 8.2.4:

8.2.5 If Contractor fails to complete the bargained-for services by the completion date, the sum of \$600.00 per day will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidated damages for inconvenience to the State. Should the amount of money otherwise due Contractor be less than the amount of such liquidated damages, Contractor and his Surety shall be liable to the State for such deficiency. Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract. When the final acceptance has been duly made by the State's Project Manager, any liquidated damage charges shall end.

EXHIBIT B

1. Generally. Contractor shall provide the State with construction services related to the installation of two prefabricated bridges on the Corridor 19 snowmobile trail in Chatham, New Hampshire, with such services to be completed by, on, or before the Completion Date, with time being of the essence with respect thereto. Such services shall include the provision of construction expertise, skilled labor, and specialized equipment, tools, and materials, as necessary to complete the construction of site-specific bridge approaches and abutments and the installation of pre-manufactured bridges at two sites known as the "Langdon Brook Site" and the "Unnamed Tributary Site." Prior to the conclusion of the project, Contractor shall ensure that the trail corridor within which it has performed any work under this agreement is graded and leveled in such a condition so that it is in reasonable condition to be groomed for winter snowmobile use. All services performed under this agreement shall be performed in a neat and workmanlike manner by skilled workers who have been actively engaged in performing the type of work specified under this contract for no less than the preceding two years.
2. Services in Accordance with HEB Plans. All construction services provided by Contractor shall be completed in compliance with and as indicated by and in the drawings, plans, and specifications of HEB Engineers, Inc., Project No. 2024-004, dated May 30, 2025, and titled "Corridor 19 Bridges over Langdon Brook & Unnamed Tributary White Mountain National Forest Saco Ranger District," as stamped by Professional Engineer Christopher Fournier (the "HEB Plans"). A copy of the HEB Plans is included as Attachment 1 to this agreement and the terms and specifications of the HEB Plans are fully incorporated herein
3. Schedule
 - a. *Notice to Proceed and Preconstruction Meeting*. Contractor shall not commence any work under this agreement until Contractor has: (1) received a Notice to Proceed from the

Contractor Initials
Date 3/30/24

State, which the State will issue only upon approval of this agreement by the Governor & Executive Council; (2) completed a pre-construction meeting with the State, to be held at the project sites; and (3) received written notice from the State that ground conditions are suitable to begin construction.

- b. *Delivery of Bridges.* Contractor shall use best efforts to complete all work necessary to prepare the sites for installation of the bridges by July 27, 2026, said bridges having previously been procured by the State from ADM Welding & Fabrication, LLC ("ADM") through *Request for Bid for Prefabricated Bridge 57-26*. Contractor shall further coordinate delivery of the bridges to the project sites by ADM, or any other lawful custodian of the bridges, so that the bridges are delivered to their respective project sites no later than July 31, 2026.
4. Performance & Payment Bond. A 100% performance and payment bond shall be furnished by Contractor 10 business days prior to the start of construction. The bond shall meet the requirements of New Hampshire RSA 447:16. The work of the contract shall not commence until such bond has been executed and furnished to the Contracting Officer.
 5. Additional Terms.
 - a. *Compliance with Wetlands Permit.* All services performed by Contractor shall be in compliance with the Department of Environmental Services Wetlands Permit # 2024-03607, a copy of which is included as Attachment 2 to this agreement and the terms of which are fully incorporated herein.
 - b. *Staging Area.* Contractor shall coordinate with the WMNF with respect to staging of equipment and materials related to the performance of this agreement. Prior to staging any equipment or materials related to this agreement on WMNF property, Contractor shall obtain the WMNF's express written permission related to such storage.
 - c. *Corridor Closure.* Contractor shall take steps to ensure the closure of Corridor 19, also known as Forest Road 244, at and immediately adjacent to the project sites throughout the duration of the project. Such steps shall include, but not necessarily be limited to, providing traffic barricades as approved by the WMNF. All costs incidental to the closure of Corridor 19 at the project sites shall be incidental to mobilization. Barricades, warning signs, and lights shall comply with standards and code requirements for the erection of structurally adequate barricades. All warning signs, barricades, and traffic control devices shall conform to the Manual on Uniform Traffic Control Devices. Where reasonably necessary to ensure the safe closure of Corridor 19 at and adjacent to the project sites, Contractor shall provide lighting, including flashing red or amber warning lights. Contractor shall barricade and block all access to holes, trenches, or any excavated areas or otherwise depressed areas associated with the project with orange plastic fence, flashing amber lights, or highly visible and reflective warning signs. Contractor shall not leave holes, trenches, and like areas open for any period in excess of 24 hours, unless otherwise approved in writing by the WMNF.
 - d. *Permits.* To the extent any of the services Contractor has agreed to provide herein may necessitate obtaining additional permits or permissions to comply with local, state, or

Contractor Initials RC
Date 3/30/26

federal law, Contractor shall notify the State of such need and work in good faith with the State to secure such additional permitting or permissions.

- e. *Site Cleanup.* Contractor shall keep the project areas in a reasonably clean, neat, and orderly condition. General project debris shall be cleaned up weekly by Contractor and removed from the site on at least a monthly basis. Construction related debris, including but not limited to motor oil, oil cans, grease cartridges, and refuse shall be removed promptly from the project sites and WMNF property and disposed of in a lawful manner. Contractor shall be responsible for the payment of any fees or other costs related to such disposal.
- f. *Spill Prevention.* Contractor shall prepare a Spill Prevention, Control and Countermeasures Plan for WMNF approval, with the intent and purpose of such plan to be the protection of the environment from Contractor's operations under this agreement. Contractor must obtain WMNF's written approval of this plan from WMNF prior to commencing any construction services under this agreement.
- g. *Existing Utilities.* Contractor shall ensure the location of any utilities prior to any ground disturbing activity.
- h. *Prohibition Against Damage.*
 - i. Contractor shall operate all equipment and store, transport, and handle material in a manner that will not damage existing roads, parking lots, or landscaping. To the extent any improvements to the project sites are damaged by Contractor, Contractor shall replace or repair such improvements at its own cost.
 - ii. Contractor shall confine its operations to within the clearing limits designated, and shall not deposit rocks, excavated material, stumps, or any other debris or material outside of those limits.
 - iii. Contractor shall ensure that all equipment used in furtherance of its services is clean and properly maintained in accordance with industry standards. Contractor shall immediately repair or remove any equipment that is leaking unnatural materials or substances or that is operating in a faulty manner that presents reasonably foreseeable risks to users, the environment, or both.
 - iv. Contractor shall take all reasonable measures to ensure that pollutants such as, but not limited to, fuels, lubricants, bitumen, sewage, and other hazardous substances are controlled and prevented from being released in any manner into the environment. Any and all contaminated soil, vegetation, or debris resulting, in whole or in part, from Contractor's operation shall be immediately contained by Contractor and, unless otherwise prohibited by law, Contractor shall remove such contaminated material from the Site within 24 hours or otherwise as expeditiously as possible. Contractor shall ensure that any materials containing hazardous substances are disposed of in accordance with applicable legal requirements for such disposal, and no such disposal shall occur on land of the WMNF.

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- v. To the extent Contractor causes any damage to federal government property in carrying out this agreement, Contractor shall repair or replace such property at Contractor's expense and to the satisfaction of the WMNF and the State.

i. *Erosion Control.*

- i. Contractor shall implement temporary erosion control measures, and shall establish erosion protection and dewatering methods prior to conducting any excavation work. Contractor shall maintain such erosion control measures, and replace, repair, or improve them, as necessary, throughout the course of the project and until site stabilization has been established.
 - ii. Contractor shall use reasonable efforts to source and install live staking materials where reasonably feasible. Such efforts shall include, but not be limited to, reasonable efforts to source live stakes that are 2" x 2" placed 12" below surface with a length of 18" to 30" with a basal end diameter of 1" to 2". To the extent reasonably feasible, the top shall be cut square with 2 to 5 bud scars in the top 6". The butt ends are to be cut at a 45-degree angle.
 - iii. Contractor shall schedule and conduct operations to minimize erosion of soil and to prevent silting or muddying of streams, rivers, irrigation systems, or impoundments. Contractor is responsible for all dewatering activities, and shall conduct such dewatering activities as suitable and necessary to reasonably protect the landscape from Contractor's activities.
 - iv. Contractor shall control the discharge of non-hazardous wash water through sufficient siltation treatments, such as filters, barriers, or settlements.
- j. *Trees.* Contractor shall not cut any tree without the prior express written permission of the WMNF. Any trees that Contractor cuts shall be and remain the property of WMNF.
- k. *Electricity and other services.* Contractor acknowledges and understands that electrical service is not provided at or to the project sites. Contractor also acknowledges and understands that potable water, sanitation, and toilet facilities are not provided to the project site, and that Contractor is responsible for providing temporary sanitation facilities, as approved in writing by the WMNF.
- l. *Site Security.* Contractor is responsible for maintain security of the project sites throughout the course of its provision of services. Contractor shall accordingly take reasonable measures to ensure that access to the project sites is limited to persons involved in the project work. Contractor shall further provide secure on-site storage for all project equipment and materials, and shall take reasonable measures to ensure that completed work is reasonably secured so as to prevent loss or damage. Prior to completing operations, Contractor shall take all necessary precautions to prevent damage to the project or project materials, with such precautions to include the provision of temporary detours, approaches, crossing, or intersections.

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Date 3/30/26

- m. *Discovery of Deposits.* If, in the course of providing the services hereunder, items of archaeological, paleontological, or historic value are discovered by or reported to Contractor, Contractor shall immediately cease any ground disturbance work and notify the WMNF. Contractor shall not resume any ground disturbance work until the WMNF gives Contractor written approval to resume ground disturbance work.
- n. *Noninterference.* In performing the services hereunder, Contractor shall take reasonable precautions to avoid interfering with operations of other contractors or projects in the project areas, including but not limited to any permitted timber harvest in the area of Langdon Road.

EXHIBIT C

1. **Contract Price.** The total contract is not to exceed \$228,638.21.
2. **Method of Payment.**
- a. Payments shall be made monthly in proportion to the work completed and approved by the Contracting Officer and within 30 days of receipt of the itemized payment requisitions. All costs are to be determined by actual records kept during the term of this agreement and shall be submitted with the Contractor's itemized invoice.
- b. Payments in accordance with Section 2(a) hereof shall be based on the following schedule of values:

Mobilization and Demobilization	\$55,723.00
Installation, upkeep and removal of erosion control	\$13,013.00
Construction of approaches, abutments and other improvements for two bridge locations using HEB Plans	\$55,082.21
Installation of one 70' x 14' Pre fab portable bridge with wood decking	\$52,511.20
Installation of one 50' x 14' Pre fab portable bridge with wood decking	\$37,508.80
Clean-up, restoration, and disposal of materials	\$4,800.00
Allowance for unforeseen conditions	\$10,000.00
Total Lump Sum	\$228,638.21

- c. The \$10,000 allowance for unforeseen conditions may be used upon the Contract Officer's instructions. This allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent, or differing existing conditions. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from the allowance. Funds will be drawn from the allowance only by Change Order with direction and at the authorization of the Contracting Officer. Contractor shall not proceed with any work

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Date 3/30/24

that will exceed the amount of the allowance remaining. At final payment of the contract, funds remaining in the allowance will be credited to the State.

3. Term. This contract shall commence upon approval of the Governor and Executive Council with a completion date of August 14, 2026.

Contractor Initials RC
Date 3/30/26

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 RAY'S ELECTRIC AND GENERAL CONTRACTING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 18, 1971. 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: 17837

Certificate Number: 0007898703



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 3rd day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Kendall Angus, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name of person attesting)
of Ray's Electric and General Contracting, Inc.. I hereby certify the following is a true of a vote taken at a
(Name of Organization)

meeting of the Board of Directors/shareholders, duly called and held on MARCH 25, 2026,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Ryan Lavoie, Project Manager (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Ray's Electric and General Contracting, Inc.
(Name of Organization)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

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

DATED: 3-30-2026

ATTEST: Kendall Angus
(Signature of person attesting)

TITLE: Office Manager
(Title of person attesting)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kathleen Freeman, AAI PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com																						
INSURED Ray's Electric and General Contracting, Inc. 33 Jericho Rd Berlin NH 03570		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Western Ins Co</td> <td></td> <td>10804</td> </tr> <tr> <td>INSURER B: Acadia Ins Co.</td> <td></td> <td>31325</td> </tr> <tr> <td>INSURER C: Union Insurance Company</td> <td></td> <td>25844</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Western Ins Co		10804	INSURER B: Acadia Ins Co.		31325	INSURER C: Union Insurance Company		25844	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 26-27 All lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5673847	05/14/2026	05/14/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Pollution \$ 300,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5687545	05/14/2026	05/14/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5674685	05/14/2026	05/14/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		WCA5675914	05/14/2026	05/14/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER (3a) MA ME NH VA E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo			CPA5673847	05/14/2026	05/14/2027	Cargo \$10,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Bridge approaches & Abutments Construction & Bridge Installations Project

CERTIFICATE HOLDER

CANCELLATION

Department of Natural and Cultural Resources
172 Pembroke Road
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arthur P... AAI, CRIS