

54 - 9/16/26



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

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



August 24, 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, to enter into a contract with Sam Jeffers General Contractor LLC (VC #271178), of Colebrook, NH in the amount of \$11,750 to provide temporary beach berms for Hampton Beach State Park in Hampton NH effective upon Governor and Executive Council approval through October 15, 2026. **100% Other Funds (Agency Income)**

Funding is available in account; Service Parks; as follows:

03-035-035-351510-37200000-048-500226-35P03011-Contract Repairs; Bldg. Grounds

FY2027
\$11,750

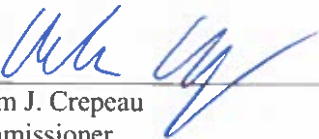
EXPLANATION

The Division of Parks and Recreation (P&R) manages Hampton Beach State Park in Hampton, NH. The temporary beach berms are required to; prevent wind erosion of beach sand and to help prevent wind born sand from accumulating on the boardwalk, parking areas, and portions of Route 1A.

This project was put out to bid on August 6, 2026. It was advertised through the NH Bureau of Purchase and Property website, NH State Parks website, Construction Summary of NH, Alpha Graphics, Signature Digital Imaging, McGraw Hill Construction, and Works in Progress. Bids closed at 2:00PM on August 13, 2026. Edward Mussey, DNCR Public Works Project Manager II conducted the bid opening, and three (3) bids were received and the low bidder, Sam Jeffers General Contractor, LLC was accepted in the amount of \$11,750 pending contract approval by Governor and Executive Council.

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

Respectfully submitted,


Adam J. Crepeau
Commissioner

**State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Capital Projects & Maintenance**

172 Pembroke Rd.
Concord, NH 03301
Tel No. 603-271-3973

Bid List

**Temporary Beach Berms Hampton Beach
State Park**

**Project No. OPS-2622
Bid Date: 8/13/2026**

Bidder List

Contractors:

Lump Sum Bid

Samuel Jeffers General Contractor LLC 361 Titus Hill Rd. Colebrook, NH 03576	\$	11,750.00
Baldwin and Son LLC 21 Youngs Lane Harrison, ME	\$	13,740.00
Powell Enterprises NH Corp 152 Atlantic Ave North Hampton, NH 03862	\$	14,500.00

Bidding Procedure: This project was put out to bid on August 6, 2026. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Alpha Graphics, McGraw Hill Construction, Signature Digital Imaging, and Works in Progress. Bids closed on August 13, 2026 at 2:00 pm. at the DNCR office. Edward Mussey, DNCR Public Works Project Manager II conducted the bid opening and evaluated the bids. Three (3) bids were received and the low bidder, Samuel Jeffers General Contractor, LLC was accepted in the amount of \$11,750 pending approval by Governor and Executive Council.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
CAPITAL PROJECTS & MAINTENANCE

172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

BID PROPOSAL FORM

PROJECT: OPS-2622

TEMPORARY BEACH BERMS
HAMPTON BEACH STATE PARK HAMPTON,
NH

PROPOSAL DEADLINE:

August 13, 2026 at 2:00 p.m.

START DATE:

October 2, 2026

COMPLETION DATE:

No later than October 15, 2026

Proposals for the will be accepted until 2:00 p.m., prevailing time, on August 13, 2026. Bids should be mailed to: Attn: Edward Mussey Public Works Project Manager II Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, N.H. 03301. Bid proposals may be submitted electronically by e-mail to: Edward.V.Mussey@dnrcr.nh.gov, they must arrive by 1:45 p.m. on August 13, 2026.

DATE:

8/12/26

PROPOSAL OF:

Sam Jeffers General Contractor

(Company name and address)

GRAND TOTAL / LUMP SUM BASE BID:

\$11,750.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
CAITAL PROJECTS & MAINTENANCE

PROPOSAL

Proposal of...

Sam Jeffers

(contractors name)

361 Hush II
Colebrook NH 03576

(contractors address)

To furnish and deliver all materials except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Natural and Cultural Resources for the construction of...

Project #OPS-2622 Temporary Beach Berms at Hampton Beach State Park, Hampton, NH.

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the Department of Natural and Cultural Resources inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Natural and Cultural Resources, Sam Jeffers (firm name) hereby certifies that is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

It is further proposed:

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

The undersigned acknowledges receipt of the following addenda, if any, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated _____

Addendum #2 dated _____

Addendum #3 dated _____

Dated 8/12/26

**SCHEDULE OF VALUES PROJECT # OPS-2622 TEMPORARY BEACH BERMS
HAMPTON BEACH**

INDICATE WHOLD DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

Category	Quantity	Hourly Price	# of Hours	Sub Total = (Quantity X Hourly Rate X Hours)
Hampton Beach Temporary Beach Berms Equipment (list the make, model, year and capacity of the equipment below)				
335 Cat				
Excavator		\$261,100	x45	
General Conditions	1	N/A	N/A	
		Total Lump Sum >		11,750.00

Total Lump Sum of Contract

NOTE: The Schedule of values must be completely filled out in order for the bid proposal to be considered as responsive.

SIGNATURE PAGE

Company Name Sam Jeffers General Contractor

Address 361 Titus Hill 03576

Phone 603-496 6609

Fax _____

E-mail Address Samuelclark Jeffers@hotmail.com

Signature of Authorized Bidder Sam Jeffers

Print Sam Jeffers

Title owner

Address of Bidder _____

(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

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 Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Sam Jeffers General Contractor LLC		1.4 Contractor Address 361 Titus Hill Road Colebrook, NH 03576	
1.5 Contractor Phone Number 603-331-1161	1.6 Account Unit and Class 03-351510-37200000- 048-500226	1.7 Completion Date 10/15/2026	1.8 Price Limitation \$11,750
1.9 Contracting Officer for State Agency Edward Mussey, Project Manager		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature Sam Jeffers Date: 8/18/26		1.12 Name and Title of Contractor Signatory Sam Jeffers General Contractor	
1.13 State Agency Signature  Date: 8-24-26		1.14 Name and Title of State Agency Signatory Adam Crepeau, 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: August 26, 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 80:7c 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 91A 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.

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

PROJECT No.: OPS2622

TEMPORARY BEACH BERMS
HAMPTON BEACH STATE PARK, HAMPTON, NH

EXHIBIT A – SPECIAL PROVISIONS

There are no changes or additional provisions to this contract.

EXHIBIT B – SCOPE OF WORK

Scope of Work

Sam Jeffers General Contractor LLC shall provide the State construction services to install temporary beach berms at Hampton Beach State Park in Hampton, 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 by and in the Departments drawings and specifications "Project No: OPS-2622, Temporary Beach Berms Hampton Beach State Park, Hampton NH" dated August 6, 2026, and any associated Addenda issued. Copies of which the Contractor acknowledges receipt of, and the following scope of work:

The Work of the Project is defined by the Contract Documents and consists of the following:

1. This project involves creating temporary beach berms along the seawall above the high tide line in the area between Haverhill Ave. and just north of the Hampton Beach Meter Patrol Office. The Contractor will use the existing beach sand.

EXHIBIT C – PRICE AND PAYMENT PROVISIONS

Price Limitation

The total contract price is not to exceed \$11,750

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 October 15, 2026.

Contractor Initials

Date

SJ
8/18/26

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 SAM JEFFERS GENERAL CONTRACTOR LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 30, 2024. 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: 961277

Certificate Number: 0007994432



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of August A.D. 2026.

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

David M. Scanlan

Secretary of State

Limited Partnership or LLC Certificate of Authority
(Sole Partner, Member, or Manager)

I, Sam Jeffers do hereby certify that I am the sole Partner,
(Name)
Member or Manager of Sam Jeffers a limited liability partnership under RSA
(Name of Partnership or LLC)
304-B, a limited liability professional partnership under RSA 304-D, or a limited
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of the signature below.

DATE: 8/18/26 ATTEST: Sam Jeffers
(Signature)
owner
(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2026

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 Geo. M. Stevens & Son Co. PO Box 271 149 Main Street Lancaster NH 03584		CONTACT NAME: PHONE (A/C, No. Ext): 800-675-2555 FAX (A/C, No.): E-MAIL: ADDRESS:		
INSURED Sam Jeffers General Contractor LLC 361 Titus Hill Rd Colebrook NH 03576		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nautilus		17370
		INSURER B: United Financial Casualty Co.		11770
		INSURER C: Travelers Property Casualty		36161
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1992766477

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NN1958908	2/28/2026	2/28/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		866043426	11/21/2025	11/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ S
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 ☒ Y N/A	6JUB-A389340-1-26	3/1/2026	3/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Excavation, Carpentry, Grading of Land
certificate holder is additional insured when written contract is in place
Sam Jeffers is excluded from Workers Comp coverage

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Natural & Cultural Resources
172 Pembroke Rd
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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