



New Hampshire Fish and Game Department

60 - 10/21/26

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Stephanie L. Simek, Ph.D.
Executive Director

August 26, 2026

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with AKS INDUSTRIES, INC. (Vendor Code: 578602), Scottsdale, AZ, in the amount of \$449,271.00 for the purchase and installation of Predation Control Structures over the concrete raceways at the Berlin State Fish Hatchery, Berlin, NH effective upon Governor and Council approval through June 30, 2027. Funding is 100% Capital Funds.

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

30-07500-93140000-034-500162 – Capital Projects

FY27
\$449,271.00

EXPLANATION

This contract includes labor and any additional materials required for installation of predator control structures at the Berlin State Fish Hatchery to address ongoing fish losses and operational challenges caused by persistent avian and terrestrial predators. The raceways remain fully exposed, making juvenile and adult fish highly vulnerable to birds and mammals that routinely access the site. This recurring predation has resulted in measurable reductions in stocking numbers, increased staff time devoted to mitigation efforts, and diminished overall hatchery quality and efficiency. Maintaining production levels designated for this facility is critical in reaching our annual trout production targets. In addition, the installation of covered structures is necessary to improve employee safety during winter conditions, as staff must currently work in open areas where snow, ice, and wind create hazardous working environments. Approval of this contract will allow the Department to proceed with the installation of these structures to protect hatchery operations, state resources, and employee safety.

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Bid Page

FORM NUMBER P-37 (version 2/23/2023)

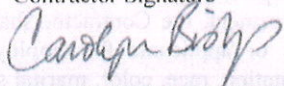
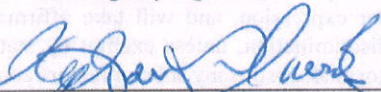
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Alaska Structures a division of AKS Industries Inc.		1.4 Contractor Address 6991 East Camelback Road, Suite D-216 Scottsdale, AZ 85251	
1.5 Contractor Phone Number Office: +1-425-889-1205 Cell: +1-907-350-3731	1.6 Account Unit and Class Fund 30 93140000 34 500162	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$449,271.00
1.9 Contracting Officer for State Agency Stephanie L. Simek, PhD, Executive Director		1.10 State Agency Telephone Number (603)271-3511	
1.11 Contractor Signature  Date: 04/28/2026		1.12 Name and Title of Contractor Signatory EVP - Commercial Programs	
1.13 State Agency Signature  Date: 5/13/2026		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, PhD, Executive Director, NH Fish & Game Dept.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/25/2026			
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.



EXHIBIT A

SPECIAL PROVISIONS: AMENDMENTS TO AGREEMENT (Form P-37)

"BERLIN HATCHERY – FABRIC STRUCTURES"

NONE

END OF DOCUMENT

Contractor's Initials



Date

5-8-2026

EXHIBIT B

SCOPE OF SERVICES

"BERLIN HATCHERY – FABRIC STRUCTURES"

The Contractor shall provide all labor, materials, equipment, and services necessary for the fabrication, delivery, and installation of four (4) fabric building predator-control structures at the Berlin State Fish Hatchery. All work shall be performed in accordance with applicable federal, state, and local laws, regulations, permit conditions, and the technical and engineering criteria specified herein.

1. Project Overview

- 1.1. The Contractor shall furnish and install four (4) 18' x 150' fabric building predator control structures to cover the concrete raceways at the Berlin State Fish Hatchery. All structures shall meet or exceed the minimum salient characteristics, engineering requirements, environmental loads, and construction specifications provided herein.

2. Technical Specifications – Minimum Requirements

2.1. Dimensions

- 2.1.1. 18 ft width (outside dimension)
- 2.1.2. 150 ft length (outside dimension)
- 2.1.3. 9 ft 7 in peak height (outside dimension)
- 2.1.4. 6 ft eave/wall height

2.2. Frame System Requirements

- 2.2.1. Inline galvanized primer and powder-coated steel framing.
- 2.2.2. Steel sourced and manufactured in the U.S.
- 2.2.3. 50 ksi minimum steel tubing.
- 2.2.4. 2.5 in x 2.5 in arch chords; arches max 2.5 ft OC.
- 2.2.5. Frame includes minimum two rows of purlins.
- 2.2.6. Full perimeter base frame except at end openings.
- 2.2.7. Four (4) 2.5 in x 2.5 in end uprights.

2.3. Cover and Fabric Materials

- 2.3.1. 18 oz PVC covers and end walls.
- 2.3.2. Vinyl must meet NFPA 701, CPAI-84, ULC 109.
- 2.3.3. Must meet ASTM G21 mildew-resistance.
- 2.3.4. No rope, ratchet strap, cinch strap, or D-ring tension systems.

2.4. Environmental & Engineering Requirements

- 2.4.1. Wind: 90 mph, 3-sec gust
- 2.4.2. Snow Load: 88 psf
- 2.4.3. 2024 IBC, AISC 15th Ed, ASCE 7-16, AISC Design Guide 24.
- 2.4.4. RISA-3D structural analysis required.

Contractor Initials



Date 5/8/2026

- 2.4.5. Foundation anchors assumed pinned.
- 2.4.6. All steel per ASTM-A-500, B-117, B6, G-23.
- 2.4.7. MIG welded before shipment.

2.5. Building Features

- 2.5.1. Front End Wall: One 36x80 door w/ ~~window + ramp~~, two fabric windows.
- 2.5.2. Rear End Wall: Same features.
- 2.5.3. Six double-zipper side entries.
- 2.5.4. Three-piece vinyl cover system.
- 2.5.5. Stainless steel cables and hardware.



2.6. Deliverables Provided by Contractor

- 2.6.1. All building components including: frames, covers, cables, hardware, anchor package, doors, windows, and proprietary tools.

2.7. Installation Services

- 2.7.1. Contractor provides complete installation by qualified supervisors and technicians.
- 2.7.2. Installation consecutive days including weekends if needed.
- 2.7.3. Contractor supplies proprietary tools.
- 2.7.4. State is responsible for unloading freight and ensuring site readiness.

2.8. Responsibilities of the State

- 2.8.1. Site preparation, permitting, access.
- 2.8.2. Anchoring if not included.
- 2.8.3. Providing non-proprietary tools and equipment.
- 2.8.4. Electrical, plumbing, and fuel connections by licensed professionals.
- 2.8.5. Debris removal and cleanup.

2.9. Tools

- 2.9.1. Contractor supplies proprietary tools.
- 2.9.2. State provides all non-proprietary tools.

2.10. Warranty

- 2.10.1. Minimum 5-year non-prorated warranty on entire building.
- 2.10.2. Contractor must resolve warranty claims before leaving site.

2.11. Exclusions

- 2.11.1. Site preparation, foundation, concrete, excavation, backfill, compaction.
- 2.11.2. Electrical, heating, plumbing, carpentry, painting.
- 2.11.3. Furniture assembly.
- 2.11.4. Permits.
- 2.11.5. Any item not expressly included above.

2.12. Additional Conditions

Contractor Initials

Date 5/8/2026

- 2.12.1. All work must comply with this Exhibit.
- 2.12.2. Any deviations require written State approval.
- 2.12.3. Structures must not be used above engineered environmental limits.

3. Contractor Responsibilities

- 3.1. The Consultant shall be responsible for monitoring all phases of the predator control structure installation project at the Berlin State Fish Hatchery. Project observation shall ensure that all site development, construction activities, and installation procedures comply with applicable federal, state, and local laws, as well as all technical specifications, engineering requirements, and construction standards established in Phases II and III of the project.
- 3.2. As warranted by NHFG, monitoring may include, but shall not be limited to:
 - 3.2.1. Observation and documentation of site preparation for building foundations or anchor systems
 - 3.2.2. Oversight of installation of the four 18' x 150' predator control fabric structures
 - 3.2.3. Verification that construction methods, structural assembly, and anchoring follow approved engineering documentation
 - 3.2.4. Validation that delivered building components, materials, and hardware conform to design specifications and minimum salient characteristics
 - 3.2.5. Observation of geotechnical, soil suitability, or site-readiness assessments, if required by NHFG
 - 3.2.6. Monitoring and documentation of contractor installation methods to ensure the structures are erected correctly, safely, and in accordance with intended project outcomes
 - 3.2.7. All monitoring activities shall be documented in written form and provided to NHFG upon request.

4. Observation of Construction and Work Forces

- 4.1. The Consultant may be required to observe and coordinate with a variety of workforces involved in the installation of the fabric structures, including but not limited to:
 - 4.1.1. Contractor installation crews
 - 4.1.2. Sub-contractors engaged for specialized tasks
 - 4.1.3. State agency personnel assisting with project support
 - 4.1.4. Municipal or external work crews performing related site activities
- 4.2. The Consultant shall ensure that all observed personnel comply with the required standards of workmanship, safety, and regulatory obligations associated with this project.

Contractor Initials



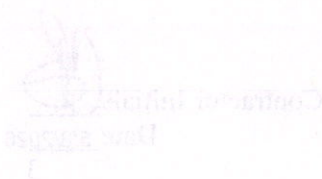
Date 5/8/2026

5. Project Completion:

5.1. A project shall be considered complete when all installed fabric structures have been reviewed and approved by:

- 5.1.1. NHFG Berlin Hatchery Superintendent
- 5.1.2. NHFG Supervisor of Hatcheries
- 5.1.3. NHFG Inland Fisheries Division Chief

END OF DOCUMENT



Contractor Initials 
Date 5/8/2026

EXHIBIT C

TERMS OF PAYMENT

"BERLIN HATCHERY – FABRIC STRUCTURES"

The Consultant shall receive payment for services rendered only upon full completion of all work and acceptance by the State, as detailed in this Exhibit B. In no event shall the Consultant receive more than the not-to-exceed contract amount of \$449,271.00 for work performed pursuant to this Agreement.

1. CONTRACT PRICE

- 1.1. The Contractor shall be compensated for providing all goods and services identified in Exhibit B for an amount not to exceed the total contract value authorized in Form P-37, Block 1.8.
- 1.2. This is a maximum amount, not guaranteed or minimum payment. The State shall only compensate the Contractor for work performed and accepted.
- 1.3. Although the Contractor's quotation references specific product pricing and installation service costs, such pricing is not binding upon the State unless incorporated into the P-37 contract award.

2. PAYMENT STRUCTURE

2.1. State Payment Policy

- 2.1.1. The State of New Hampshire does not pay deposits, down payments, prepayments, or progress payments.
- 2.1.2. All referenced vendor requirements for 50% downpayment at contract execution and 50% prior to delivery are expressly rejected by the State.
- 2.1.3. The State shall issue payment only after:
 - 2.1.3.1. All four fabric structures have been delivered,
 - 2.1.3.2. Installed in accordance with Exhibit B,
 - 2.1.3.3. Inspected, and formally accepted by the State.

2.2. Basis of Payment

- 2.2.1. Payment shall be on a lump-sum, deliverables-based basis, meaning the entire agreed contract amount shall be paid only upon full completion of:
 - 2.2.1.1. Delivery of all goods listed in the quote (frames, covers, doors, hardware, anchor packages, windows, etc.)
 - 2.2.1.2. Installation services as defined in Schedule A of the contractor's quotation
 - 2.2.1.3. Fulfillment of all obligations in Exhibit B
 - 2.2.1.4. Acceptance by NHFG
 - 2.2.1.5. No payment shall be issued until the State determines the project is complete.

Contractor's Initials

Date 5/8/2026

3. INVOICE REQUIREMENTS

3.1. The Contractor shall submit one final invoice after:

- 3.1.1. All Goods have been delivered (FOB destination accepted),
- 3.1.2. All installation services are completed, and
- 3.1.3. The State has approved the completed project.

3.2. The invoice must include:

- 3.2.1. A statement confirming the project is complete
- 3.2.2. Certification that all materials and services were delivered per contract specifications
- 3.2.3. Any required supporting documentation (installation report, material documentation, etc.)
- 3.2.4. The State shall pay within 30 days of receiving a properly documented invoice and confirming acceptance.
- 3.2.5. Any invoice submitted before final acceptance shall be rejected.

4. REIMBURSABLES

- 4.1. This contract does not authorize any reimbursable expenses (travel, per diem, subcontractor admin fees, etc.) beyond what is included in the contracted lump sum.
- 4.2. Although the Contractor's quotation includes references to travel, airfare, per diem, and installation staffing costs:
 - 4.2.1. The State shall not pay reimbursable expenses separately.
 - 4.2.2. All such costs must be included within the Contractor's total contract price.

5. CONFLICTING TERMS

In the event of any conflict between the Contractor's quotation, supplemental terms, or any vendor-supplied documents and the terms of this Agreement, including Form P-37 and Exhibits A, B, and C, the terms of this State Agreement shall control. Any vendor terms requiring prepayment, deposits, progress payments, interest, or fees not expressly authorized by this Agreement shall not apply.

6. CHANGES

- 6.1. No change or modification to this Agreement, or any attachment hereto, shall be valid unless it is in writing, dated, and signed by both parties in the same manner as this Agreement. Any adjustment to the scope, period of performance, or compensation must be made through a formal amendment in accordance with this Agreement. Any fees proposed by the Contractor are considered estimates based on its understanding of the defined project scope.

Contractor's Initials

Date 5/8/2026

State of New Hampshire

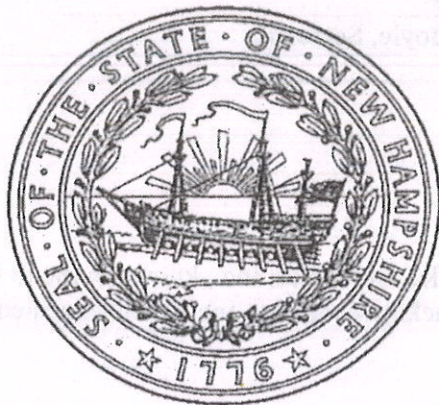
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AKS INDUSTRIES, INC. is a Alaska Profit Corporation registered to transact business in New Hampshire on May 26, 2026. 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: 1029244

Certificate Number : 0007944566



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2026.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF VOTE

I, Gerrit Boyle, Secretary of AKS Industries, Inc. do hereby certify that:

1. I am the duly appointed Secretary of AKS Industries, Inc. Alaska Structures is a division of AKS Industries, Inc.

2. The following are true copies of two resolutions duly adopted at a meeting by proxy of the Board of Directors of AKS Industries, Inc. duly held on April 27, 2026:

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that the Executive Vice President of the Alaska Structures division of AKS Industries, Inc. is hereby authorized on behalf of the organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as she may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 27, 2026.

4. Carolyn Bishop is the duly appointed Executive Vice President of the Alaska Structures division of AKS Industries, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of AKS Industries, Inc. this 27th day of April 2026.

Gerrit Boyle, Secretary

State of Arizona)
County of Maricopa)
_____)

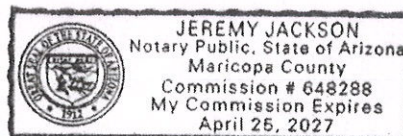
Notary

On this 27th day of April 2027, Gerrit Boyle, Secretary of AKS Industries, Inc., known to me to be the person whose name is subscribed to the within instrument, acknowledged to me that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

My commission expires: 4/25/27

SEAL:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2026

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 Parker Smith & Feek Insurance LLC 1111 Gateway Loop Springfield OR 97477		CONTACT NAME: IMA Certificate Team PHONE (A/C, No, Ext): E-MAIL: certificates@imacorp.com ADDRESS:		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Liberty Insurance Corporation		42404
		INSURER B : Liberty Mutual Fire Insurance Company		23035
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED
AKS Industries, Inc.
P.O. Box 2038
Kirkland WA 98083

AKSINDU-01

COVERAGES**CERTIFICATE NUMBER:** 703876038**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			TB7-Z91-472535-036	4/30/2026	4/30/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AS2-Z91-472535-026	4/30/2026	4/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 ☒ N	N/A	WC2Z91472535016	1/1/2026	1/1/2027	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Hired Auto Physical Damage			AS2-Z91-472535-026	4/30/2026	4/30/2027	Comprehensive Ded \$100 Collision Ded \$500

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

RE: Exhibit of Insurance

CERTIFICATE HOLDER**CANCELLATION**Exhibit Only
USA

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