



# New Hampshire Fish and Game Department

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Headquarters: (603) 271-3421  
Web site: www.WildNH.com

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Glenn Normandeau  
Executive Director

December 5, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

### Requested Action

Authorize the New Hampshire Fish and Game Department, pursuant to RSA 21-I:80,I(b), to enter into a contract with Ray's Electric and General Contracting, Inc., Berlin, NH (Vendor Code #154714), in the amount of \$107,000.00 to construct a Dining Hall Expansion at Barry Conservation Camp in Milan, New Hampshire from Governor and Council approval through December 31, 2018. Funding 100% Other (46% Wildlife Heritage Foundation Grant Funds and 54% Gifts and Donation Account Funds).

Funding is available for this service and will be expended as follows:

FY2018

03 75 75 750020 80490000	Fish & Game Commission - Wildlife Heritage Foundation	
80490000 048 500226 -	Contract Repairs; Bldgs. & Grounds	\$48,622.00
03 75 75 750020	Fish & Game Commission - Gifts and Donations	
21130000 048 500226 -	Contract Repairs; Bldgs. & Grounds	\$58,378.00

### Explanation

The New Hampshire Fish and Game Department facilitates a six week summer camp located in Milan, NH with the cooperation of the UNH Cooperative Extension -4-H. The agency is responsible for the facilities while Cooperative Extension is responsible for staffing of the camp. Weekly camp sessions average 35 campers, 15 staff and up to 10 volunteers. The current dining hall can only accommodate 50 individuals. With staffing increase and increased volunteer space the current space is too small.

This addition would provide the much needed dining hall space. This additional space would also serve as additional indoor classroom or activity space for the campers. Numerous donations from citizens, former campers and other non-government organizations made the funding of this project possible. This is truly a community project.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

New Hampshire Fish & Game Department

**Bid Page**

The following bidders submitted bids for the Dining Hall Expansion at Barry Conservation Camp, as summarized below:

Ray's Electric & General Contracting, Inc. P.O.Box 597 33 Jericho Road Berlin, NH 03570 (603) 752-1370	\$107,000.00
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The following bidders were sent a bid request, but did not submit a bid.

A R Couture Construction Co. 1803 Riverside Drive Berlin, NH 03570 603-752-4622	Daniel Hebert Inc 12 Pleasant Street Colebrook, NH 03576-3248 603-237-4454
Louis T. Memolo General Contractor, Inc 8 Gorham Heights Road Gorham, NH 03581-4840 603-723-4470	Rob Bolash Custom Builder, LLC 29 Hubbard Grove Road Shelburne, NH 03581-3108 603-466-2879
Nordic Construction Services 10 7 <sup>th</sup> Avenue Berlin, NH 03570-1335 603-752-7473	Davis Construction Co. LLC 418 Town Farm Rd Jaffrey NH 03452 603-630-0848
Morneau Construction 20 Cogswell Road Milan, NH 03588-3204 603-449-2597	Jill Korcoulis Construction Summary of NH/Maine & VT, Inc. 734 Chestnut Street Manchester NH 03104 800-321-8856
D S Contractors Inc 105 Union Street Whitefield, NH 03598-3530 603-837-1005	A D Excavating 159 Jericho Road Berlin, NH 03570 603-752-4205
Austinpilotte Carpentry 178 Parker Road Whitefield, NH 03598-3323 603-837-8889	Donna Famulari The Blue Book Building & Constr. Network 800 E. Main St. P.O. Box 500 Jefferson Valley, New York 10535 800-431-2584 ext. 3623
Beattie Enterprises 99 Bridge Street Lancaster, NH 03584-3103 603-788-4035	Ross Evans Territory Manager Stonhard, Division of StonCor Group Inc. 802-922-6774
Kingdom Construction, Inc. PO Box 219 227 Citizens Road Newport, Vermont 05855 802-334-3117	Roy Baya Construct Connect 30 Technology Parkway South, Suite 100 Norcross, GA 30092 323-602-5079 ext. 7000

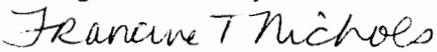
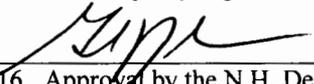
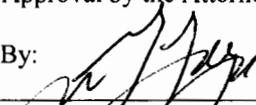
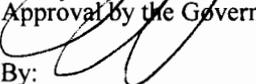
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Ray's Electric & General Contracting, Inc.		1.4 Contractor Address P.O. Box 597 Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-1370	1.6 Account Number 200750080490000 048 500226 200750021130000 048 500226	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$107,000.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven Binette President	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Coos</i>  On <i>November 10, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Francine T. Nichols, Notary Public</i>			
1.14 State Agency Signature  Date: <i>12/7/2017</i>		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>12/8/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By:  On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

**Exhibit A**  
Scope of Services

**CONTRACT DESCRIPTION**

General The work to be completed consists of design and construction of an expansion to the existing dining hall at the Barry Conservation Camp.

Design and Coordination The design will include site development, building layout, grading and drainage, and all aspects of building design, including: foundation, architectural, structural, mechanical, electrical components, and permitting as specified herein. Specifications for major components of the project are provided as the basis for determining bids. The design shall be coordinated with the New Hampshire Fish & Game Department for their approval prior to the start of construction. Final plans for the project shall be endorsed and sealed by an engineer licensed in the State of New Hampshire. Engineered components required by this contract include, as a minimum: foundation, structural, including snow loads, and ADA access compliance.

Site work Site work for the project will consist of designing the layout of the building at the site location indicated on the plans. No information relative to soil exploration is available. Site work will include erosion control and drainage, backfilling and compaction, clearing and grading the building site, construction and grading of gravel walks, and landscaping.

Foundation The foundation work for the project will consist of the design of foundation dimensions, footings, frost walls, and insulation if needed. Design elements will include excavation, bearing capacity, construction of concrete foundation, backfilling and compaction, construction and compaction of crushed gravel base and concrete slab. Sequencing of construction shall be considered with other components of the project.

Construction of Dining Hall Expansion The dining hall expansion shall be constructed in accordance with the Contractor prepared plans approved by the New Hampshire Fish & Game Department, and sealed by the Contractor's engineer. General building elements are described below. Material and performance requirements are described more fully in the Construction Specifications.

The dining hall expansion shall be approximately 24' x 36', based on applicable federal, state and local building codes. Design features and minimum performance standards are described herein.

1. Building construction shall consist of erecting a single story conventional building, similar in style, construction and appearance to the existing building. The finished floor elevation in the dining hall expansion shall be the same elevation as the existing dining hall. The building expansion shall feature two or four personnel doors and sixteen windows. The windows shall be fitted with full-coverage, retractable solid awnings, that will serve as a sun screen in the summer and winter protection. The 5/12 roof pitch trusses shall have a clear span over the dining area. Building shall have plywood T1-11 wood siding and metal roofing matching the existing building.

The building shall have electric power for lights and low-power equipment. The existing service panel has five 20 amp, single pole spares for expansion of circuits. Indoor lights shall be LED (light emitting diode) and provide sufficient lighting. Lighting in the existing dining hall only shall be upgraded to match the LED lighting in the dining hall expansion. Outdoor LED lighting shall be provided at entry doors.

The building is intended to be used in the summer only and therefore, thermal insulation in walls, ceiling and roof is not required.

Smoke, heat and carbon monoxide detectors and alarms shall be installed as required by applicable code.

The concrete floor in the expansion dining hall shall be finished with a durable, smooth, slip resistant surface. The floor shall be easily cleaned and sanitized and shall have a pleasing appearance. The concrete floor in the existing dining hall only shall be resurfaced to match the new floor in the dining hall expansion.

The building will not be required to have sprinklers or telecommunication. Plumbing supply and waste lines will not be required in the expansion project.

Furniture for the dining hall will not be required.

This Scope of Services also includes by reference, all Contract Documents enumerated in the Project Specifications dated May 24, 2017 and Addendum Number 1 dated June 1, 2017.

**Exhibit B**  
Method of Payment

Method of payment will be as follows:

1. The Department will manifest payments to the Contractor each calendar month on the basis of duly certified and approved estimate of the work performed during the preceding period. In preparing estimates, the material delivered on the site and any preparatory work done may be taken into consideration.
2. At least ten (10) days before the end of the billing period, the Contractor shall submit to the Department, an itemized Requisition for Payment, supported by such data substantiating the Contractor's right to payment as the Department may require. If payment is to be made on account of materials or equipment not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payment shall be conditional upon submission by the Contractor of bills of sale or such other procedure satisfactory to the Department to establish the State's title to such materials or equipment or otherwise protect the State's interest including applicable insurance and transportation to the site. Immediately upon receipt of the State Approved Monthly Requisition for Payment Contractor shall post same at the Contractor's Field Office or project site in a location where Subcontractors and Suppliers have clear access.
3. Five percent (5%) of the value of the work performed on each partial estimate will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each partial estimate.
4. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract, less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.

**Exhibit C**  
Special Provisions

A BID BOND and PERFORMANCE and PAYMENT BOND will be required for the faithful execution of this contract.

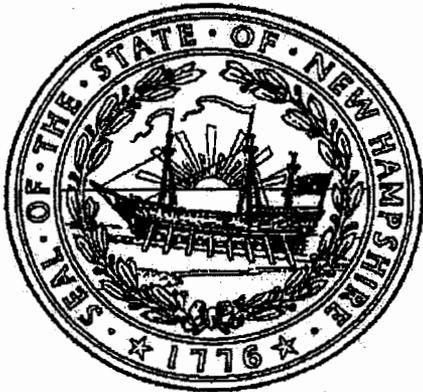
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, 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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of July A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



## CERTIFICATE OF AUTHORITY/VOTE

I, Francine Nichols, hereby certify that I am duly elected Secretary of Ray's Electric and General Contracting, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the board of directors of the Corporation, duly called and held on November 3, 2017 at which a quorum of the Board was present and voting.

It is VOTED that Steven Binette, President of Ray's Electric and General Contracting, Inc. is authorized on behalf of the Corporation to enter into a contract with the State of NH Fish and Game Dept. Barry Conservation Camp Dining Hall Expansion Project and said officer is authorized to execute any documents necessary to effect 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 of November 3, 2017, and that Steven Binette is the duly elected President of this Corporation.

Date: November 3, 2017

Francine Nichols

Corporation Secretary

**KOHLER.**  
Power Systems

33 Jericho Rd  
PO Box 597  
Berlin, NH 03570

phone 603-752-1370  
fax 603-752-5240  
email: rays@rayselectricinc.net





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2017

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 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).

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Christine Holman, CPCU, CIC <b>PHONE (A/C No. Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> cholman@rowleyagency.com	<b>FAX (A/C, No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ray's Electric and General Contracting, Inc. Ray's Electric Inc P.O. Box 597 Berlin NH 03570-0597	<b>INSURER A:</b> The Cincinnati Indemnity Company <b>NAIC #</b> 23280	
	<b>INSURER B:</b> Great Falls Insurance Company <b>NAIC #</b> 26212	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18      **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:			EPP0193760	5/14/2017	5/14/2018	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0386629	5/14/2017	5/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ combined single limit \$
A	<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			EPP0193760	5/14/2017	5/14/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCD0944610017 3A STATES: NH	5/14/2017	5/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	LEASED/RENTED EQUIPMENT			EPP0193760	5/14/2017	5/14/2018	LIMIT OF INSURANCE: \$ 100,000
A	Installation Floater			EPP0193760	5/14/2017	5/14/2018	LIMIT OF INSURANCE: 110,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Dining Hall Expansion at Barry Conservation Camp on York Pond Rd, Milan, NH. State of New Hampshire Department of Fish & Game is an additional insured with respect to General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire New Hampshire Fish & Game Department 11 Hazen Drive Concord, NH 03301-6500	<b>CANCELLATION</b>  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  C Holman, CPCU, CIC/B <i>Christine Holman</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

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).

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Rachel Giunta <b>PHONE (A/C, No, Ext):</b> (603)224-2562 <b>E-MAIL ADDRESS:</b> rgiunta@rowleyagency.com	<b>FAX (A/C, No):</b> (603)224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> New Hampshire Fish and Game Department c/o Ray's Electric and P.O. Box 597 Berlin NH 03570-0597	<b>INSURER A:</b> Cincinnati Ins	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** OCP-Dining Hall Exp      **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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	12/20/2017	12/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Dining Hall Expansion at Barry Conservation Camp in Milan NH.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 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 <i>Rachel A Giunta</i>



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2017

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

AGENCY THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603) 224-2562	COMPANY Liberty Mutual Ins Co (Peerless) 62 Maple Ave Keene NH 03431
FAX (A/C, No): (603) 224-8012 CODE: 8110236	E-MAIL ADDRESS: ryansimpson@rowleyagency	
AGENCY CUSTOMER ID #: 00007878	SUB CODE:	
INSURED Ray's Electric and General Contracting, Inc. P.O. Box 597 Berlin NH 03570-0597	LOAN NUMBER	POLICY NUMBER TBD
	EFFECTIVE DATE 12/20/2017	EXPIRATION DATE 12/20/2018
	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
	THIS REPLACES PRIOR EVIDENCE DATED:	

### PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# York Pond Road Milan, NH 03587
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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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk New	107,000	
Job Specific Special form		1,000
Job Specific Flood	107,000	10,000
Job Specific Earthquake (C)	107,000	10,000

### REMARKS (Including Special Conditions)

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### CANCELLATION

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

### ADDITIONAL INTEREST

State of New Hampshire Department of Fish & Game 11 Hazen Drive Concord, NH 03301-6500	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	
	Rachel Giunta/RG	<i>Rachel A Giunta</i>