



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

84

April 18, 2025

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

REQUESTED ACTIONS

(1) Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with GMI Asphalt LLC., Belmont, NH (VC #172481-B001) in the amount of \$429,800 for paving the access road to the Franklin WWTF (River St. Extension), River Street Pump Station, and the WWTF compound, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

(2) Further authorize NHDES to establish a contingency amount of \$75,000 to cover unforeseen costs that may be incurred during the contract period, bringing the total contract amount to \$504,800, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

Funding is available in the following account.

03-44-44-442010-1300-048-500226

Dept Environmental Services, Winnepesaukee River Basin, Buildings & Grounds

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingency</u>	<u>Contract Price Limitation</u>
2025	\$429,800	\$75,000	\$504,800

EXPLANATION

The NHDES Winnepesaukee River Basin Program (WRBP) owns and operates the Franklin Wastewater Treatment Facility (WWTF) located at 528 River Street in Franklin, NH. that currently treats an average of 5.5 million gallons per day of wastewater. The WRBP operates this facility on behalf of the ten members served by the system – Bay District (sewered portions of Moultonborough and Center Harbor), Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility. The WWTF is located at the end of a very long (2.5 mile) access road. This road is not only required for access to the WWTF by staff and for deliveries, but also allows regional haulers to access the facility for septage disposal. Most of the access road, all of the River Street pump station and the WWTF are original paving and, after 45+ years, needs rehabilitation and re-paving. Due to excessive deterioration, the WRBP solicited proposals for paving the access road to the WWTF (River St. Extension), River Street Pump Station, and the WWTF compound.

A Request for Proposal (RFP) was prepared and advertised in the Union Leader newspaper. The RFP was also sent to eight firms known to provide this type of work and posted on the NH Department of Administrative Services Purchase and Property website.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

Responses to the RFP are as follows:

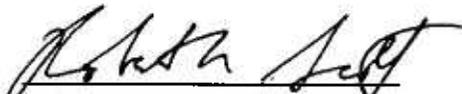
<u>Company</u>	<u>Base Amount</u>	<u>Contingency</u>	<u>Total</u>
GMI Asphalt, LLC, Belmont, NH	\$429,800	\$75,000	\$504,800
R&D Paving Inc, Franklin, NH	\$475,000	\$75,000	\$550,000
United Construction Corp, Newport, NH	\$542,650	\$75,000	\$617,650
Pike Industries, Belmont, NH	\$878,230	\$75,000	\$953,230
Breton Construction, Laconia, NH	No Response		
Chambers Asphalt Paving, Tilton, NH	No Response		
CLD Paving & Construction, Laconia, NH	No Response		
Ludwick's Sealcoating & Excavation, Meredith, NH	No Response		

Based upon these responses and additional due diligence, we wish to award the contract to GMI Asphalt, LLC. Note that contingency amounts shall only be used upon prior authorization by the WRBP.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP operation.

This contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

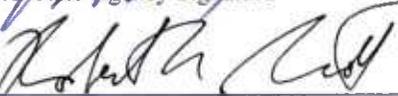
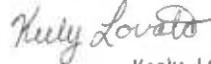
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name GMI Asphalt, LLC		1.4 Contractor Address 288 Laconia Road, Belmont, NH 03220	
1.5 Contractor Phone Number (603) 934-7028	1.6 Account Unit and Class 1300-048-500226	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$504,800.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 3/20/25		1.12 Name and Title of Contractor Signatory Jeff Perry - Operations Manager	
1.13 State Agency Signature  Date: 4/17/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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:  Keely Lovato		On: 04/22/25	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials 
 Date 3/20/25

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**

1. Waste materials shall be properly disposed off-site and all shipping receipts and manifests shall be returned to the WRBP, as required by law.

EXHIBIT B SCOPE OF WORK

This work includes site preparation/clean-up, paving and all necessary shoulder work of River Street Extension (the portion maintained by the NHDES-WRBP) which is the access road to the Franklin Wastewater Treatment Facility (WWTF), the River Street Pump Station, and the Franklin WWTF compound. Aerial photos provide an overview of work areas. All measurements, depictions, and quantities are estimates. Contractor is solely responsible for sufficient supply and installation to complete the scope of work.

River Street Extension (avg. 22' W x 11,600' L - Approx: 28,356 sq. yd.)

Grind, trim, level, shim, overlay/pave, raise manholes, and complete shoulder work on River Street Extension which is the access road to the Franklin WWTF maintained by the WRBP.

- Shim the old pavement areas with an average of 1", overlay entire road with 1" compacted, raise SMH covers with risers and install 2' wide shoulders.
- Shim old pavement areas with 3/8" asphalt mix at an average compacted depth of 1"
- Overlay/pave entire road with 3/8" asphalt mix at 1" thick compacted
- Trim end joints and side streets
- Sweep road
- Asphalt emulsion
- Install 2' wide shoulders
- Pave all driveway entrances to property line to match existing paving grade on properties.
- One private driveway access is included in the scope of work so contractor shall make every effort to maintain, at a minimum, access to the driveway onto private property.
- Contractor is responsible for notification to the affected property owner and coordination of work.
- Contractor is responsible for all necessary permits and permissions to complete the work.
- One lane must always remain open to traffic, and the contractor shall be responsible for traffic control and safety.

River Street Pump Station Paving (Approx: 1,000 sq. yd.), overlay areas only)

Grind, trim, level, shim, overlay/pave all existing parking and drive areas. Pave the vegetated area behind the railing. Pave the walking area behind the fence. Add bituminous curbing down the slope below railing to reduce the erosion of the vegetated area (now to be paved) behind the railing.

- Asphalt trim along River Street Extension and sweep.
- Asphalt emulsion.

EXHIBIT B
SCOPE OF WORK - Continued

- Overlay entire existed paved areas with ½" asphalt mix, total to be average of 1 ½" compacted.
- Prepare the vegetates area for paving including removal and appropriate disposal of materials.
- Grade and pave the vegetated area behind the railing with ½" asphalt mix at 2" thick compacted.
- Pave the walking area behind the fence with ½" asphalt mix at 1 ½" compacted.
- Asphalt Bituminous Curb below railing.
- Contractor is responsible for all necessary permits and permissions to complete the work.
- Contractor shall be responsible for traffic control and safety.

WWTF Paving (Approx: 11,800 sq. yd.)

Grind, trim, level, shim, overlay/pave all the existing pave dive and parking areas. Trim around walkways and doorways. This work does not include any walkway replacements or overlays. Manual Road outside the fence line is not included in this work but gradual transition onto Manual Road from WWTF compound paving shall be created so that there is no dip, bump, or gap.

- Shim, grind, trim existing pavement areas, where needed.
- Overlay/pave entire existing paved areas with 3/8" asphalt mix, total to be average of 1 ½" compacted.
- Trim end joints and sidewalk or concrete aprons.
- Sweep areas.
- Asphalt emulsion.
- Contractor is responsible for all necessary permits and permissions to complete the work.
- Contractor shall be responsible for traffic control and safety.

Adjusting manholes and other surface gratings/openings – regardless of location

- Manholes and other surface gratings/openings shall be flush with the finished grade within ¼" max. of surrounding surface and provide a smooth riding surface.
- In no case shall a structure be below the new grade or more than ¼" above the new grade.
- Structures shall be raised to new paved grade using pre-cast grade rings installed per manufacturer's specifications and/or reset with clay brick and mortar or concrete. Raise Stormwater manhole covers with risers and install 2' wide shoulders.

EXHIBIT B
SCOPE OF WORK - Continued

General Requirements

Contractor shall provide all labor, materials, services, tools, equipment, transportation, material disposal, and facilities to complete the Scope of Work. Any subcontractors shall be pre-approved by the WRBP, but the contractor shall be solely responsible for their subcontractors' work.

No vehicular traffic or loads shall be permitted on newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. Contractor shall determine when vehicular traffic may resume, and the sole responsibility for repairs due to premature loading will reside with the contractor. Contractor may coordinate work on weekends to facilitate work only with prior approval by the WRBP since the WRBP's normal operating hours are Monday through Friday 7am to 3:30pm.

The contractor shall be responsible for any repair or maintenance due to poor workmanship or damage to facilities. It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at their expense to the satisfaction of the WRBP prior to completion of the work.

All paving work shall comply with the most current NH DOT Division 400-Pavements specifications that can be found at <http://www.nh.gov/dot/bureaus/highwaydesign/specification/index.htm>

No asphalt shall be placed on frozen ground.

Contractor shall comply with all local, state, and federal rules and regulations in commission of the work.

Permits permissions, and licenses required to successfully complete the Scope of Work are the sole responsibility of the contractor.

The contractor shall be responsible for the disposal of all waste products in accordance with all local, state, and federal rules and regulations governing such materials.

All materials used shall be applied in strict accordance with the manufacturer's instructions.

All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers who have been actively engaged in performing the type of work specified under this contract for the last two years.

All work is to be completed no later than June 30, 2025.

All work shall be guaranteed by the Contractor for one year from the date of substantial completion of the work. In the opinion of the WRBP, if repairs or changes are required in connection with guaranteed work as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the WRBP, and at their sole expense:

- 1) Place in satisfactory condition in every particular, all of such guaranteed work, correcting all defects and deficiencies therein,
- 2) Make good all damage to the site, its buildings or equipment or contents thereof, as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, and

EXHIBIT B
SCOPE OF WORK - Continued

3) Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling the guarantee.

Information contained in the State's Request for Proposals dated February 13, 2025 and any addenda thereto is hereby included in Exhibit B by reference.

**EXHIBIT C
COSTS AND TERMS OF PAYMENT**

A. I (we) agree to complete the paving of River Street Extension, River Street Pump Station, and the Wastewater Treatment Facility compound as described in Exhibit B for the cost of:

\$ 429,800.00

Amount in Figures

Four Hundred Twenty Nine Thousand Eight Hundred Dollars and Zero Cents

Amount in Words

B. Contingency for asphalt cement mixtures = Not to exceed \$75,000

The adjustment will take effect when the monthly price for asphalt cement as furnished by the NH Department of Transportation differs from the base price contained in the proposal. The base price of asphalt cement for this contract is **\$580.00 per ton**. Adjustment for contingency shall be calculated using the most recent NHDOT guidance (Feb 24, 2025 attached for reference) and monthly prices posted at <https://www.dot.nh.gov/document/new-hampshire-monthly-fuel-asphalt-and-steel-prices>

Contract Price Limitation (A + \$75,000 contingency) = \$ 504,800.00

Notes:

1. Contractor to be paid within thirty (30) days of submission of invoice and satisfactory completion of work.
2. Approval of this work does not authorize any expenditure over the contract price limitation.
3. Contingency shall only be used if pre-approved by the WRBP and documented tons for asphalt cement adjustment occurs between proposal submission and completion of work.

GMI Asphalt, LLC

Company Name

Addendum #1 to RFP DES 2025-15 Paving River Street Extension, the WRBP River Street Pump Station, and WRBP Wastewater Treatment Facility (WWTF) Compound in Franklin, NH

Date: 3/12/2025

1. The due date for responses is changed to 3 pm on Friday 3/21/25.
2. The scope of work shall include shimming of **all** pavement areas of River Street Extension, River St. Pump station. and the WWTF facility.
3. If the cost of asphalt petroleum additives increases between the time of bid and completion of paving project, an adjustment will take effect when the monthly price for asphalt cement as furnished by the NH Department of Transportation differs from the base price contained in the proposal. The base price of asphalt cement for this contract is **\$580.00 per ton**. Adjustment for contingency shall be calculated using the most recent NHDOT guidance (Feb 24, 2025 attached for reference) and monthly prices posted at <https://www.dot.nh.gov/document/new-hampshire-monthly-fuel-asphalt-and-steel-prices>
4. Award shall be based on lump sum costs plus contingency as shown on Exhibit C Rev-1 (attached).

It is the responsibility of proposing firms to check for addenda on the state's website for this RFP located at <https://apps.das.nh.gov/bidscontracts/bids.aspx> and acknowledge their receipt in their proposal response.

Initials 
Date 3/20/25

Addendum #2 to RFP DES 2025-15 Paving River Street Extension, the WRBP River Street Pump Station, and WRBP Wastewater Treatment Facility (WWTF) Compound in Franklin, NH

Date: 3/17/2025

1. The due date for responses is unchanged. It remains 3 pm on Friday 3/21/25.
2. All depths of pavement mentioned, in three areas, are to be compacted depths, NOT LOOSE DEPTHS.
3. River Street Extension – RFP states: “shim old pavement areas with an average of (1”)”. Should read and be included in bid proposal: ‘Shim entire road with an average of 1” compacted’.
4. All stormwater catch basins to be adjusted with mortar, bricks if necessary, if an excessive elevation change is needed (over 2 ½” inches) or existing brick has deteriorated.
5. All manholes can receive metal grade ring inserts.
6. RFP states “Shim, grind, trim existing pavement areas, where needed”. Please provide asphalt shim for existing areas (estimated at 120 tons but contractor is responsible for more or less amounts to complete the scope of work). Grind does not refer to reclaiming; grind refers to cold planing areas that an asphalt shim cannot prepare surface properly for an asphalt overlay. Trim all areas that abut a walkway, side street, or concrete.

It is the responsibility of proposing firms to check for addenda on the state’s website for this RFP located at <https://apps.das.nh.gov/bidscontracts/bids.aspx> and acknowledge their receipt in their proposal response.

Initials 
Date 3/20/25

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 GMI ASPHALT, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 24, 2004. 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: 488615

Certificate Number: 0007146346



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Warren Colby, hereby certify that I am a Member or

Manager of GMI Asphalt, LLC a limited liability company under
(Name of LLC)
RSA 304-C.

VOTED: That Jeff Perry - Operations Manager is duly authorized to enter
(Name and Title)
into contracts or agreements on behalf of GMI Asphalt, LLC with
(Name of LLC)
the State of New Hampshire and any of its agencies or departments; and further, is authorized to
execute any documents which may, in his judgment, be desirable or necessary to effect the
purpose of this vote.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated and
that they have full authority to bind the LLC and that this authorization **shall remain valid for
thirty (30) days** from the date of this Corporate Resolution.

DATED:

3-20-2025

ATTEST: Warren Colby - Managing Member

(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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 Arthur J. Gallagher Risk Management Services, LLC 45 Constitution Ave P.O. Box 511 Concord NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): 800-238-3840 FAX (A/C, No): 603-224-8012 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED GMI Asphalt, LLC 288 Laconia Road Belmont, NH 03220	License#: 0D69293	INSURER A : Travelers Commercial Insurance Company 36137
	GMIASPH-01	INSURER B : Granite State Workers Compensation Manufacturers
		INSURER C : Travelers Insurance Company of Canada
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 669135279** **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 type="checkbox"/> LOC OTHER:			DT-CO-5W903464	4/1/2025	4/1/2026	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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			810-5W848090	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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 \$ 10,000			CUP-5W904055	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
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/A	WC0120241003199	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Leased/Rented Equipment			QT-630-5W589247	4/1/2025	4/1/2026	Limit \$ 800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC 3A States: NH / Excluded Officers: Marc Bourgeois, Warren Colby
 GL: PER PROJECT AGGREGATE ONLY APPLIES IF REQUIRED BY WRITTEN CONTRACT.
 Bid: Paving River Street Extension, the WRBP River Street Pump Station, and WRBP WWTP Compound - 528 River Road, Franklin, NH 03235. When required by written contract Winnepesaukee River Basin Program is additional insured on the general liability policy.

CERTIFICATE HOLDER NHDES Winnepesaukee River Basin Program 528 River Road Franklin NH 03235	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. AUTHORIZED REPRESENTATIVE 
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