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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 5, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract (Contract #8003695) with Brox Industries, Inc. (VC# 177569), Andover, MA, for Asphalt (pick-up or delivered) services in an amount up to and not to exceed $2,367,187.50, with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval through December 31, 2030.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 3033-25 for Asphalt (picked up or delivered) services on April 17, 2025, with responses due on April 30, 2025. The RFB reached 91 vendors through the NIGP registry with an additional 8 directly sourced and is intended to result in multiple contracts for multiple vendors to ensure adequate coverage throughout the entire state. There were eight compliant responses received; all from incumbent vendors: Ammonoonsuc Asphalt, Inc., Blaktop, Inc., Continental Paving Inc., Eurovia Atlantic Coast, LLC dba Northeast Paving, GMI Acquisitions, LLC, Mitchell Materials, LLC and Pike Industries, Inc.

Upon approval Brox Industries, Inc. would be an integral part of suppling Asphalt to Districts 5 and 6, as needed. Having multiple vendors throughout the state minimizes travel time for unpredictable situations where asphalt is needed and allows firm fixed pricing for any circumstance that may arise.

To arrive at the requested price limitation, several factors were taken into consideration including most recently in 2024, when the State experienced a number of catastrophic embankment and road washouts in the North Country. This resulted in many road closures and risks to public safety. In 2023, the State endured 10 days of overwhelming precipitation from the

Connecticut Valley, resulting in flash flooding and a higher than anticipated number of road washouts.

The requested price limitation is $2,367,187.50 and includes an allowance of $473,734.50, or 25%, for unplanned purchases under the contractor's balance of product line. The proposed contract with Brox Industries, Inc. includes a provision whereby price decreases take effect as they become available to the general trade. Contract expenditures will be closely monitored by BoPP and through Special Attention notifications provided by the NHDOT Bureau of Materials and Research on the 15th of each calendar month, and appropriate action taken where needed.

Contract financials	
Estimated annual spend	$378,750.00
Estimated term spend	$1,893,750.00
Add allowance for balance of product line	$473,437.50
Recommended price limitation	$2,367,187.50

Based on the foregoing, I am respectfully recommending approval of the contract with Brox Industries, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Bid Description		Asphalt Pick up or Delivered		Agency	Statewide	
RFB#		3033-25		Requisition#		
Agent Name		Carrie Martin		Bid Closing	4/30/2025 @ 1:00 PM	
Indicates Award:						
Qty.	**UOM**	**Product Description**	**Brox Industries**		**Expiring Contract**	
			Unit Cost	**Extended Cost**	**Unit Cost**	**Extended Cost**
700	**TON**	3/8 " Wearing Mix	**$74.50**	**$52,150.00**	**$81.50**	**$57,050.00**
1500	**TON**	½" Wearing Mix	**$74.50**	**$111,750.00**	**$81.50**	**$122,250.00**
1500	**TON**	¾" Binder Mix	**$74.50**	**$111,750.00**	**$81.50**	**$122,250.00**
300	**TON**	¾" Winter Binder	**$74.50**	**$22,350.00**	**$0.00**	**$0.00**
250	**TON**	1 ½" Base Mix	**$74.50**	**$18,625.00**	**$0.00**	**$0.00**
350	**TON**	3/8" Leveling Course	**$79.00**	**$27,650.00**	**$81.50**	**$28,525.00**
300	**TON**	3/8" Cold Patch	**$0.00**	**$0.00**	**$0.00**	**$0.00**
100	**TON**	3/8" High Performance Patch	**$155.00**	**$15,500.00**	**$150.00**	**$15,000.00**
100	**5 Gal Pail**	RS1 Emulsion	**$78.00**	**$7,800.00**	**$70.00**	**$7,000.00**
250	**TON**	Green Patch	**$0.00**	**$0.00**	**$0.00**	**$0.00**
150	**TON**	Sand Mix	**$74.50**	**$11,175.00**	**$0.00**	**$0.00**
		Sub Total		**$378,750.00**		**$352,075.00**
Estimated annual		$378,750.00	**Expiring contract annual**		$352,075.00	
Estimated term spend		$1,893,750.00	**Expiring contract term**		$1,760,375.00	
Add allowance for		$473,437.50	**Cost increase**		$133,375.00	
Recommended price		$2,367,187.50	**Delta: new vs. expiring**		8%	

Recommendation Summary		
Statewide Contract or Amendment	Statewide	
Term of Contract	5 years with 2 year extension	
Price Limitation	$2,367,187.50	
Number of Compliant Solicitations Received	10	
Number of Sourced bidders	8	
Number of NIGP Vendors Sourced	83	
Number of non-responsive bidders	81	
P-37 Checklist Complete	Yes	
D&B Report Attached	Yes	
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes	
Method of Payment (P-card/ACH)	P-Card Except Eurovia	
FOB Delivered	Yes	
Expiring Contract Price Limitation	$1,056,225.00	
Total Cost Savings ($/%)	$133,375.00	8%

Special Notes: The state received ten responses to RFB 3033-25 with 8 being compliant. The summary reflects cost increase of 8% and is based on prior contract being 3 year term relative to new contract with 5 year term. This contract is for as needed Asphalt with Brox Industries servicing primarily District 5 and 6.

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description		Asphalt Pick up or Delivered		Agency	Statewide			
RFB#		3033-25		Requisition#				
Agent Name		Carrie Martin		Bid Closing	4/30/2025 @ 1:00 PM			
			CONTINENTAL	**AMMONOOSUC**	**BLACKTOP**	**BROX INDUSTRIES**	**EUROVIA (MASS)**	**EUROVIA (WALPOLE)**
		Estimated annual spend	$358,800.00	$378,400.00	$358,350.00	$378,750.00	$456,900.00	$447,650.00
		Estimated term spend	$1,794,000.00	$1,892,000.00	$1,791,750.00	$1,893,750.00	$2,284,500.00	$2,238,250.00
		Add allowance for balance of	$448,500.00	$473,000.00	$447,937.50	$473,437.50	$571,125.00	$559,562.50
		Recommended price limitation	$2,242,500.00	$2,365,000.00	$2,239,687.50	$2,367,187.50	$2,855,625.00	$2,797,812.50
Qty.	**UOM**	**Product Description**	**Expiring Contract**		**Continental Paving**		**Ammonoosuc Asphalt Inc.**	
			Unit Cost	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
700	TON	3/8 " Wearing Mix	$85.00	$59,500.00	$75.00	$52,500.00	$88.00	$61,600.00
1500	TON	½" Wearing Mix	$80.50	$120,750.00	$75.00	$112,500.00	$88.00	$132,000.00
1500	TON	¾" Binder Mix	$80.50	$120,750.00	$72.00	$108,000.00	$80.00	$120,000.00
300	TON	¾" Winter Binder	$76.50	$22,950.00	$75.00	$22,500.00	$83.00	$24,900.00
250	TON	1 ½" Base Mix	$75.50	$18,875.00	$72.00	$18,000.00	$0.00	$0.00
350	TON	3/8" Leveling Course	$77.00	$26,950.00	$78.00	$27,300.00	$94.00	$32,900.00
300	TON	3/8" Cold Patch	$88.00	$26,400.00	$0.00	$0.00	$0.00	$0.00
100	TON	3/8" High Performance Patch	$130.00	$13,000.00	$0.00	$0.00	$0.00	$0.00
100	5 Gal Pail	RS1 Emulsion	$46.00	$4,600.00	$60.00	$6,000.00	$70.00	$7,000.00
250	TON	Green Patch	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
150	TON	Sand Mix	$0.00	$0.00	$80.00	$12,000.00	$0.00	$0.00

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

GMI	**MITCHELL**	**Pike Industries Northfield**	**Pike Industries West Lebanon**	**Pike Industries-Portsmouth**	**Pike Industries - Hooksett**	**Pike Industries-Gorham**	**Pike Industries Brentwood**	**Pike Industries-Madison**	**Pike Industries - Farmington**
$326,650.00	$432,900.00	$330,600.00	$339,300.00	$343,650.00	$340,400.00	$361,050.00	$343,650.00	$361,050.00	$343,650.00
$1,633,250.00	$2,164,500.00	$1,653,000.00	$1,696,500.00	$1,718,250.00	$1,702,000.00	$1,805,250.00	$1,718,250.00	$1,805,250.00	$1,718,250.00
$408,312.50	$541,125.00	$413,250.00	$424,125.00	$429,562.50	$425,500.00	$451,312.50	$429,562.50	$451,312.50	$429,562.50
$2,041,562.50	$2,705,625.00	$2,066,250.00	$2,120,625.00	$2,147,812.50	$2,127,500.00	$2,256,562.50	$2,147,812.50	$2,256,562.50	$2,147,812.50
Blacktop		**Brox Industries**		**Eurovia- Mass Loaction**		**Eurovia (Walpole Location)**		**GMI**	
Unit Cost	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
$78.00	**$54,600.00**	**$74.50**	**$52,150.00**	**$83.00**	**$58,100.00**	**$81.00**	**$56,700.00**	**$70.75**	**$49,525.00**
$75.00	**$112,500.00**	**$74.50**	**$111,750.00**	**$83.00**	**$124,500.00**	**$81.00**	**$121,500.00**	**$70.75**	**$106,125.00**
$72.00	**$108,000.00**	**$74.50**	**$111,750.00**	**$81.00**	**$121,500.00**	**$79.00**	**$118,500.00**	**$70.00**	**$105,000.00**
$75.00	**$22,500.00**	**$74.50**	**$22,350.00**	**$81.00**	**$24,300.00**	**$79.00**	**$23,700.00**	**$70.00**	**$21,000.00**
$0.00	**$0.00**	**$74.50**	**$18,625.00**	**$80.00**	**$20,000.00**	**$79.00**	**$19,750.00**	**$0.00**	**$0.00**
$78.00	**$27,300.00**	**$79.00**	**$27,650.00**	**$83.00**	**$29,050.00**	**$81.00**	**$28,350.00**	**$73.00**	**$25,550.00**
$0.00	**$0.00**	**$0.00**	**$0.00**	**$150.00**	**$45,000.00**	**$150.00**	**$45,000.00**	**$0.00**	**$0.00**
$138.00	**$13,800.00**	**$155.00**	**$15,500.00**	**$150.00**	**$15,000.00**	**$150.00**	**$15,000.00**	**$0.00**	**$0.00**
$75.00	**$7,500.00**	**$78.00**	**$7,800.00**	**$70.00**	**$7,000.00**	**$70.00**	**$7,000.00**	**$85.00**	**$8,500.00**
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$81.00	**$12,150.00**	**$74.50**	**$11,175.00**	**$83.00**	**$12,450.00**	**$81.00**	**$12,150.00**	**$73.00**	**$10,950.00**

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
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Mitchell Materials	**Pike Industries Northfield**		**Pike Industries West**		**Pike Industries-Portsmout**		**Pike Industries - Hooksett**		**Pike Industries-Gorham**		**Pike Industries Brentwood**
Unit Cost	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**	**Unit Cost**
$89.00	**$76.00**	**$53,200.00**	**$78.00**	**$54,600.00**	**$79.00**	**$55,300.00**	**$74.00**	**$51,800.00**	**$83.00**	**$58,100.00**	**$79.00**
$89.00	**$76.00**	**$114,000.00**	**$78.00**	**$117,000.00**	**$79.00**	**$118,500.00**	**$74.00**	**$111,000.00**	**$83.00**	**$124,500.00**	**$79.00**
$89.00	**$70.00**	**$105,000.00**	**$72.00**	**$108,000.00**	**$73.00**	**$109,500.00**	**$68.00**	**$102,000.00**	**$77.00**	**$115,500.00**	**$73.00**
$89.00	**$76.00**	**$22,800.00**	**$78.00**	**$23,400.00**	**$79.00**	**$23,700.00**	**$74.00**	**$22,200.00**	**$83.00**	**$24,900.00**	**$79.00**
$89.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$89.00	**$76.00**	**$26,600.00**	**$78.00**	**$27,300.00**	**$79.00**	**$27,650.00**	**$74.00**	**$25,900.00**	**$83.00**	**$29,050.00**	**$79.00**
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$160.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$75.00	**$90.00**	**$9,000.00**	**$90.00**	**$9,000.00**	**$90.00**	**$9,000.00**	**$90.00**	**$9,000.00**	**$90.00**	**$9,000.00**	**$90.00**
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$74.00**	**$18,500.00**	**$0.00**	**$0.00**	**$0.00**
$0.00	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

	Pike Industries-Madison		Pike Industries - Farmington	
Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
$55,300.00	$83.00	$58,100.00	$79.00	$55,300.00
$118,500.00	$83.00	$124,500.00	$79.00	$118,500.00
$109,500.00	$77.00	$115,500.00	$73.00	$109,500.00
$23,700.00	$83.00	$24,900.00	$79.00	$23,700.00
$0.00	$0.00	$0.00	$0.00	$0.00
$27,650.00	$83.00	$29,050.00	$79.00	$27,650.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00
$9,000.00	$90.00	$9,000.00	$90.00	$9,000.00
$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00

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 Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Brox Industries, Inc.		1.4 Contractor Address One Tech Drive, Suite 310 Andover, MA 01810	
1.5 Contractor Phone Number 978.454.9105	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2030	1.8 Price Limitation $2,367,187.50
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 5/22/2025		1.11 Name and Title of Contractor Signatory Douglas R. Perry, Chief Operating Officer	
1.13 State Agency Signature Date: 6/25/25		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christen Lavers		On: 7/3/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DR

Date 5/22/25

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.

Contractor Initials DP

Date 5/22/25

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.

Contractor Initials D.P.

Date 5/22/25

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials D.P.

Date 5/22/25

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials DP

Date 5/22/25

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Brox Industries. Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Asphalt (Picked up or delivered) in accordance with the bid submission in response to State Request for Bid 3033-25 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
      2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
      2.1.2. EXHIBIT A Special Provisions
      2.1.3. EXHIBIT B Scope of Services
      2.1.4. EXHIBIT C Method of Payment
   2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,"

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence on July 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2030, a period of approximately five (5) years.
   3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.
   3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. **SCOPE OF WORK:**
   4.1. Contractors shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   4.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
   4.3. Contractor's s shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
   4.4. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
   4.5. **PRODUCT PICK UP:**
      4.5.1. Each vehicle used in transporting liquid bituminous material shall be weighed before and after loading and the difference in weights used as the basis for computing pay quantities. When material is weighed, the individual weight slips, which shall be furnished by the Contractor's r for trucks, trailers or distributors shall show the following information: date, project name, number, slip number, material or commodity; dealer or Contractor's; contractor or subcontractor; the location of scales; time of loading, vehicle registration number or other approved legible identification mark; tare and net weights, with gross weights when applicable, and the scale operators name, signature or signed initials.
      4.5.2. Load tickets will NOT be accepted without driver information and signature. Default/blank tickets will NOT be permitted.
      4.5.3. The right is reserved to weigh any truck, trailer, or distributor, at locations designated, before and after loading.

Contractor Initials D.P.

Date 5/22/25

4.5.4. Product literature, Mandatory Specifications, Supplemental Specification and tables for all including Composition of Mixtures, Minimum Binder Content, Method Requirements, Hot Storage and Gradation and Asphalt Binder Content Reject Limits) may be located at:

4.6. New Hampshire Department of Transportation Standard Specifications and Supplementals (Section 400 – Asphalt) and AASHTO (American Association of State Highway and Transport Officials).

4.7. Special Attentions | Department of Transportation

4.8. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

4.9. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

4.10. The Contractor's shall not commence work until a conference is held with each agency, at which representatives of the Contractor's and the State are present. The conference shall be arranged by the requesting agency (State).

4.11. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor's shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor's to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor's.

4.12. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor's to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

4.13. The Contractor's or their personnel shall not represent themselves as employees or agents of the State.

4.14. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

4.15. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

4.16. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

4.17. If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

4.18. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

4.19. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

4.20. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

4.21. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

Contractor Initials D.R

Date 5/22/25

4.22. Sample products for evaluation: All products offered under this contract may be selected by the State at any time, prior to or throughout the term of the contract, to provide for examination and testing. Samples shall be clearly labeled as to the contents and supplier. Samples submitted shall be the same product to be delivered under this contract. All samples must be provided at no charge to the State.

4.23. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.

4.24. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.

4.25. Permanent modifications to the delivery schedule shall be approved by the State in writing before changes are implemented.

5. BACKORDERS AND SUBSTITUTIONS:

5.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

5.2. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

6. DELIVERY LOCATIONS:

6.1. The following are the current State of New Hampshire agency, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.

6.2. districts-map-city-town-crosswalk.pdf

7. DELIVERY:

7.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order.

7.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

8. ADDITIONAL REQUIREMENTS:

8.1. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

8.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

8.3. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

8.4. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

8.5. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

9. ACCOUNT REPRESENTATIVE:

9.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

Contractor Initials DP

Date 5/22/25

9.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

9.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration yearly.

9.1.3. Provide information and product offerings to bring the latest industry ideas and culinary trends to the State as applicable.

9.1.4.

10. USAGE REPORTING:

10.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Carrie Martin and sent electronic to Carrie.L.Martin@das.nh.gov . At a minimum, the Report shall include:

10.1.1. Contract Number

10.1.2. Utilizing Agency and Eligible Participant

10.1.3. Products Purchased (showing the manufacturer, Product description, part number, and the final cost.)

10.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

10.1.4.1. Percentage of recycled materials contained within finished products

10.1.4.2. Percentage of waste recycled throughout the manufacturing process

10.1.4.3. Types and volume of packaging used for transport

10.1.4.4. Any associated material avoided and/or recycled as applicable under contract

10.1.4.5. A standardized reporting form will be provided after contract award

10.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

10.1.6. Preferred in Excel format

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

11.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3033-25, as described herein, and under the terms of this Contract.

11.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor's Registration with up-to-date contact information.

11.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

11.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx.

11.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

11.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

12. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

12.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials D.P.

Date 5/22/25

13. CONFIDENTIALITY & CRIMINAL RECORD:

13.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials D.P.

Date 5/22/25

EXHIBIT C - METHOD OF PAYMENT

14. CONTRACT PRICE:

14.1. The Contractor hereby agrees to provide Asphalt (Pick-up or Delivered) in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $2,367,187.50; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

15. PRICING STRUCTURE:

15.1.

UOM	Product Description	Brox Industries	
		Unit Cost	Extended Cost
TON	3/8" Wearing Mix	$74.50	$67,050.00
TON	½" Wearing Mix	$74.50	$193,700.00
TON	¾" Binder Mix	$74.50	$186,250.00
TON	¾" Winter Binder	$74.50	$44,700.00
TON	1 ½" Base Mix	$74.50	$37,250.00
TON	3/8" Leveling Course	$79.00	$55,300.00
TON	3/8" Cold Patch	$0.00	$0.00
TON	3/8" High Performance Patch	$155.00	$31,000.00
5 Gal Pail	RS1 Emulsion	$78.00	$15,600.00
TON	Green Patch	$0.00	$0.00
TON	Sand Mix	$74.50	$18,625.00

16. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

16.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

17. INVOICE:

17.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

17.1.1. State of NH purchase order (PO) number if applicable

17.1.2. State of NH contract number

17.1.3. Certified weight ticket

17.1.4. State of NH ordering agency information

17.1.4.1. Name and contact information of ordering individual

17.1.4.2. Name of ordering state agency / department

17.1.4.3. Address of ordering state agency / department

17.1.4.4. Name and contact information of ordering state agency accounts payable office

17.1.5. Date of purchase

17.1.6. Date of delivery

17.1.7. Contractor order number

17.1.8. Contractor account representative name and contact information

Contractor Initials D.P.

Date 5/22/25.

17.1.9. Product description, quantity ordered, quantity delivered, unit price, total price for payment

17.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

17.3. **PAYMENT:**

17.4. Payments may be made via P-Card.

Contractor Initials D.P.

Date 5/22/25

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 BROX INDUSTRIES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: **141358**

Certificate Number: **0007185582**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2025.

David M. Scanlan
Secretary of State

BROX INDUSTRIES, INC.

Consent Action by the
Board of Directors

May 21, 2025

The undersigned, being all of the members of the Board of Directors of Brox Industries, Inc., a Massachusetts corporation (the "Corporation"), hereby consent to the following action, which shall, for all purposes, constitute votes at a special meeting of the Board of Directors of the Corporation:

VOTED: That NORMAN P. SAUCIER, Project Manager of the Corporation and CHUCK WASYLAK, Operations Manager and NATE HOITT, Chief of Staff are hereby jointly and severally authorized to execute bids, contracts and bonds, up to a limit of One Million and 00/100 Dollars ($1,000,000.00) in the name and behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such NORMAN P. SAUCIER, CHUCK WASYLAK or NATE HOITT under seal of the Corporation, shall be valid and binding upon the Corporation.

VOTED: That DOUGLAS R. PERRY, Chief Operating Officer of the Corporation, CECILIA NICKERSON, Treasurer and Secretary of the Corporation and HENRY K. HYDER III Assistant Secretary of the Corporation, are hereby jointly and severally authorized to execute bids, contracts and bonds, up to a limit of Ten Million and 00/100 Dollars ($10,000,000.00) in the name and behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such DOUGLAS R. PERRY, CECILIA NICKERSON or HENRY K. HYDER III under seal of the Corporation, shall be valid and binding upon the Corporation.

VOTED That any two (2) of the following, acting jointly, DOUGLAS R. PERRY, Chief Operating Officer of the Corporation, CECILIA NICKERSON, Treasurer and Secretary of the Corporation and HENRY K. HYDER III Assistant Secretary of the Corporation, are hereby authorized to execute bids, contracts and bonds, with no limit, in the name and on behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by any two (2) of such DOUGLAS R. PERRY, CECILIA NICKERSON and HENRY K. HYDER III under seal of the Corporation, shall be valid and binding upon the Corporation.

VOTED: That STEPHEN M. BROX, President of the Corporation, is hereby authorized to execute bids, contracts and bonds, with no limit, in the name and on behalf of the Corporation, and affix its corporate seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such STEPHEN M. BROX under seal of the Corporation, shall be valid and binding upon the Corporation.

Notice of meeting and all other formalities in connection with the foregoing and the actions taken therein are hereby waived. This Consent shall be filed with the records of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent Action by the Board of Directors as of the date first set forth above.

DIRECTORS:

Stephen M. Brox

Cecilia Nickerson

Henry K. Hyder III

BROX INDUSTRIES, INC.

CERTIFICATE OF SECRETARY

I, Cecilia Nickerson, do hereby certify as follows:

THAT I am the Secretary of Brox Industries, Inc, a Massachusetts corporation;

THAT the attached is a true copy of the Consent Action by the Board of Directors dated September 25, 2024.

Cecilia N

Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2025

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

License#: 0D69293

CONTACT NAME: Jennifer Letendre
PHONE (A/C, No, Ext): 800-238-3840 **FAX (A/C, No):** 603-224-8012
E-MAIL ADDRESS: Jennifer_Letendre@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Union Insurance Company	25844
INSURER B : Acadia Insurance Company	31325
INSURER C : Firemens Insurance Company of WA, D.C.	21784
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brox Industries, Inc.
One Tech Drive
Suite 310
Andover MA 01810

BROXIND-01

COVERAGES **CERTIFICATE NUMBER:** 755423509 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPA0175495-30	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	CAA0175825-28	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X ANY AUTO			MAA0175824-28	10/1/2024	10/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WPA0175962-30	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	3A: NH,MA.ME
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract#8003695 - Asphalt materials. State of NH is an additional insured on a primary and noncontributory basis with respects to general liability and auto policies when required by written contract. Waiver of Subrogation applies with respects to general liability and auto policies when required by written contract. 30 day cancellation notice applies, *except 10 days for nonpayment of premium.

CERTIFICATE HOLDER

State of NH
Administrative Services
Bureau of Purchase and Property
25 Capitol St
Concord NH 03301

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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