



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



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Robert R. Scott, Commissioner

22

September 24, 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 Busby Construction Co, Inc., Atkinson, NH (VC #155275-B001) in the amount of \$103,385 for the repair of a damaged culvert and headwall on the access road to the Franklin wastewater treatment facility, effective upon Governor and Council approval through June 30, 2026. 100% WRBP Funds.

(2) Further authorize NHDES to establish a contingency amount of \$10,000 to cover unforeseen costs that may be incurred during the contract period, effective upon Governor and Council approval through June 30, 2026. 100% WRBP Funds.

Funding is available in the following account.

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

Dept. Environmental Services, Winnepesaukee River Basin, Contractual Repairs –Buildings & Grounds

<u>Fiscal year</u>	<u>Base Cost</u>	<u>Contingency</u>	<u>Total Amount</u>
FY26	\$103,385	\$10,000	\$113,385

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. The damaged culvert that is the subject of this work crosses under the access roadway to the Franklin WWTF and runs beneath the 60” sewer line that serves the ten communities served by the WRBP. The culvert’s 24” corrugated steel outlet pipe and concrete wing headwall have become disconnected from the underground culvert and fallen down toward the Merrimack River. A portion of the steep river bank was washed away so the material supporting the last segment of the culvert pipe, the headwall, and the bank needs to be restored. The work does not modify the drainage structure’s design or dimensions and is an adequate replacement-in-kind. All necessary permits and permissions have been obtained for this project.

- 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

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

Responses to the RFP are as follows:

<u>Company</u>	<u>Base Amount</u>	<u>Contingency</u>	<u>Total</u>
Busby Construction Co, Inc., Atkinson, NH	\$103,385	\$10,000	\$113,385
GMI Asphalt, Franklin, NH	No Response		
John H. Lyman and Sons, Gilford, NH	No Response		
Gordon T. Burke & Sons, North Conway, NH	No Response		
Sum Co Eco, Peabody, MA	No Response		
Whitecap, Manchester, NH	No Response		
Ambrose Brothers, Meredith, NH	No Response		

Initially, a request for proposals was sent directly to ten firms known to complete this type of work; however, we did not receive any bids. We contacted several of the firms to inquire about their reasons for not submitting a bid. Some reasons given were that they were not familiar with the stormwater permit requirements for this type of project, that the job was too small, or their schedules were too full to be able to complete the work in the desired time frame. Busby Construction Co., Inc. stated that they had intended to submit a bid but ran out of time. As such, we publicly solicited and posted a second RFP and directly sent it to the seven firms listed above. Busby Construction Co., Inc. was the only firm to submit a bid during the second solicitation.

Based upon this sole response and due diligence including verifying that the unit costs quoted by Busby were held at their FY25 values and were deemed reasonable and customary for this type of work, we wish to award the contract to Busby Construction Co., Inc. This firm has successfully performed similar work for the WRBP over the past several years and is experienced with the stormwater permit compliance requirements for the project. Note that the contingency 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

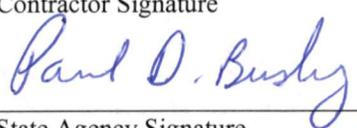
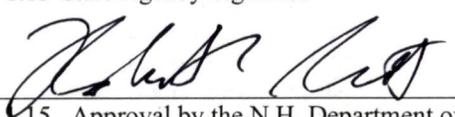
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03302	
1.3 Contractor Name Busby Construction Co., Inc.		1.4 Contractor Address 71 NH Route 111 Atkinson, NH 03811	
1.5 Contractor Phone Number 603-989-4800	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$113,385.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 9/2/25		1.12 Name and Title of Contractor Signatory Paul D. Busby President	
1.13 State Agency Signature  Date: 9/25/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, 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:  Keely Lovato On: 10/2/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL TERM AND CONDITIONS

1. Contractor shall dispose of all materials in compliance with all applicable federal, state and local rules and regulations and provide confirmatory documentation to the WRBP, upon request.

Contractor's Initials P.O.B.
Date 9/2/25

EXHIBIT B SCOPE OF SERVICES

SCOPE OF WORK

The State of New Hampshire Department of Environmental Services (NHDES) owns and operates the wastewater collection and treatment system serving 10 Lakes Region communities under its Winnepesaukee River Basin Program (WRBP). The damaged culvert outlet to the Merrimack River that is the subject of this work crosses under the access roadway to the Franklin WWTF and runs beneath the 60" sewer line serving Franklin and the other 9 communities served by the WRBP regional wastewater treatment system.

The work under this contract involves repair of a culvert on River St. in Franklin NH. The culvert outlet 24" corrugated pipe and concrete headwall has become disconnected and fallen down toward the Merrimack River in a washout. A lot of the bank is washed out, so the material supporting a new, replacement corrugated culvert pipe, a new headwall, and the bank needs to be restored. The work does not modify the structure's design or dimensions; just a replacement in kind.

This work is a priority so that the sewer line and access road to our facility do not get undermined or damaged with further washouts. Photos and tax and google maps are attached to show the culvert location and condition. The culvert is shown on the attached plan sheet at 86+50' on the scale.

The Routine Roadway Maintenance Permit (RR-1 Notification) issued by NHDES is also attached. Contractor shall comply with all conditions and BMPS in the NHDES Routine Roadway Maintenance Permit (#2025-01252) issued for the project and with all applicable federal, state, and local rules, laws and regulations in the performance of the work. Cutting and clearing of trees and vegetation shall be limited to that required to perform the work safely and in compliance with permit BMPs and applicable regulations. Off-site disposal of debris is included as is necessary to complete the scope of work.

Note that the WRBP did not construct this culvert so does not have detailed design documents. It was originally constructed by the railroad. The railroad was abandoned prior to the WRBP sewer and road installations.

FULFILLMENT OF CONTRACT SERVICES

Prior to beginning work on any project under this contract, the project's scope will be discussed with the contractor, and the contractor will provide a written estimate of the amount of effort (hours, materials, and cost) that will be required for its completion. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project. In the event of an emergency, the WRBP may waive the requirement for a written estimate and may authorize work to proceed based upon a verbal estimate from the contractor. The work will commence on a mutually agreed date, and the Contractor shall work according to the agreed schedule and scope until the work is completed.

The WRBP will be billed for these services on a **time and expense basis** using the hourly billing rates for the staff and equipment costs such as "backhoe/operator," "laborer," etc., that are stipulated in the contract, plus travel, materials and other billable expenses. The contractor shall keep the WRBP informed of progress. The contractor shall not exceed the contract price limitation.

EXHIBIT B
SCOPE OF SERVICES - Continued

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. Contractor shall coordinate with other agencies or parties as may be required to complete the project. The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed. If possible, the work shall be completed before River St. paving is completed under a separate contract. If not, then the Contractor shall take appropriate measures to protect the roadway (new paving, shoulders, etc.) from damage and shall repair damage if it occurs. Contractor shall be fully responsible for any subcontractors.

It shall be the sole responsibility of the Contractor to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification. Contractor shall provide all necessary safety measures, traffic control, and signage so that the road remains open to at least one lane of traffic during the work.

The Contractor shall present a written summary of the work performed. This summary report shall contain enough detail and supporting information to confirm the scope of work completed so as to be able to verify the submitted time and materials invoice for the work. Payment for services under this Agreement will be made based upon submission of invoices conforming to the WRBP-approved summary report for the services.

WRBP RESPONSIBILITIES

The WRBP shall provide reasonable means of access to the infrastructure covered by this agreement and shall promptly notify the Contractor of any impediment that comes to the WRBP's attention.

The WRBP shall secure any permits required for the work, unless mutually agreed that the Contractor shall obtain such permits. Contractor's costs for obtaining permits shall be based upon the hourly rate for a foreman/supervisor and the cost-plus contractor markup for Other Supplies or Services or as otherwise specifically indicated on Exhibit C.

Information contained in the WRBP's Request for Proposal dated May 15, 2025 and any attachments thereto are hereby included in Exhibit B by reference.

EXHIBIT C - PRICE AND PAYMENT TERMS

	FY26	Quantity or hours	Extended amount
1) Staff & Equipment Cost (Hourly Rates):			
Excavator w/ Operator (full size w/ 25 ft digging depth)	\$ 225.00	56	\$ 12,600.00
Excavator w/ Operator (Midi class)	\$ 200.00		\$ -
Loader w/ Operator (medium class.)	\$ 150.00	56	\$ 8,400.00
Dozer	\$ 175.00		\$ -
Laborer (2)	\$ 50.00	112	\$ 5,600.00
Foreman or Supervisor w/ truck & misc. hand tools	\$ 95.00	56	\$ 5,320.00
Please include alternative sizes and types of equipment			
Other (specify those with hourly rates)			
Compactor, roller	\$ 95.00		\$ -
Compactor, vibration	\$ 30.00	8	\$ 240.00
4-wheel rubber tired backhoe	\$ 130.00		\$ -
Excavator, rubber tired	\$ 160.00		\$ -
Tri-axle dump trucks	\$ 120.00	112	\$ 13,440.00
Mini Excavator 080	\$ 125.00		\$ -
Busby Crew Breakdown			
2) Other Equipment Costs (specify hourly or daily rates):			
Trench box (hourly rate) 6x20 trenchbox	\$ 275.00		\$ -
Pump for dewatering excavation/trench	\$ 225.00		\$ -
Plates - per each 8x20	\$ 300.00	2	\$ 600.00
Skid steer with attachments	\$ 880.00		\$ -
3) Materials & Services (Enter % markup over cost): <i>will need receipts</i>			
Sand and Gravel, per cubic yard	15%		\$ -
Riprap stone, per cubic yard	15%	\$ 4,992.00	\$ 5,740.80
Stone base	15%	\$ 3,258.00	\$ 3,746.70
Pipe & Fittings	15%		\$ -
24" CMP pipe	15%	\$ 1,100.00	\$ 1,265.00
1 Concrete Headwall with Wings			
24" precast headwall w/ wings	15%	\$ 4,200.00	\$ 4,830.00
Please include other materials and services (Enter % markup over cost):			
Other materials (specify): <u>LOAM</u>	15%	\$ 3,000.00	\$ 3,450.00
Other materials (specify): <u>Turf Establishment</u>	10%	3800	\$ 4,180.00
Other services (specify): <u>Matting for Erosion Control</u>	15%	3000	\$ 3,450.00
Other services (specify): <u>equipment rental</u>	15%		\$ -
Other services (specify): <u>Raising manholes</u>	15%		\$ -
Other services (specify): <u>Flaggers</u> 2 Flaggers at \$55.00 per/hr	\$ 55.00	112	\$ 6,160.00
Maintenance of <u>Set up Working Signs & Warning Devices and</u>			
Traffic - Signs & <u>Warning Devices and</u>			
Other services (specify): <u>Warning Devices</u> Maintain Signs Daily	\$ 1,000.00	1	\$ 1,000.00
4) Equipment Haul/Mob/Demob/Travel			
Travel Costs (Per mile charge):	\$ 6.00		\$ -
Equipment Haul, if not included in 1) above per machine delivery	\$ 600.00		\$ -
Mobilization/Demobilization, if not included in 1) above per MOB	\$ 1,800.00	1	\$ 1,800.00

EXHIBIT C - PRICE AND PAYMENT TERMS

5) Other Supplies (Enter % markup over cost):

For all supplies (% markup, if any)

will need receipts

non Woven fabric	15%	\$	1,200.00	\$	1,380.00
12" Silt Log/Silt Fence;					
Erosion control measures	15%	\$	2,500.00	\$	2,875.00
embankment in place	15%	\$	1,800.00	\$	2,070.00
Clearing to be performed by subcontractor John Brown & Sons; Bucket crew with chipper and wench	15%	\$	8,000.00	\$	9,200.00
SWPP Plan (if Needed)	15%	\$	5,000.00	\$	5,750.00
SWPP Monitoring Per Visit	15%	\$	250.00	\$	287.50
				\$	-

Total Quote \$ 103,385.00

plus Contingency \$ 10,000.00

Total Price limitation \$ 113,385.00

6) Non-emergency Response Timeframe (calendar days)

1-7 days

Busby Construction Co., Inc.

Company Name

Terms:

1. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work.
2. All contractor requests for contingent items shall be pre-approved by the WRBP. Contingency shall be used for necessary items not included in the Scope of Work but that need to be completed during the course of the project.
3. Approval of this contract does not authorize any expenditure over the total price limitation.

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 BUSBY CONSTRUCTION CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 02, 1979. 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: **5783**

Certificate Number: **0007266352**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of August A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State



BUSBY CONSTRUCTION CO., INC

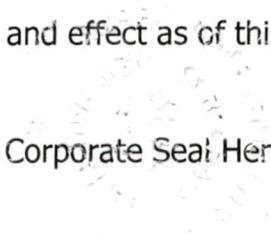
71 Route 111
ATKINSON, NH 03811
(603) 898-4800
FAX (603) 898-4808

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Trustees/Directors of Busby Construction Co., Inc.
(Name of Organization)
held on April 28, 2025
(date) at which all the Trustees/Directors were present and
waived notice, it was voted, that Paul D. Busby, President
(Name) (Title) of this organization,
is authorized to execute any and all legal documents in the name and on behalf of said organization,
and affix its corporate seal thereto; and such execution of any contract document in this
organization's name and on its behalf by such President under the seal of the
organization shall be valid and binding upon this organization.

I hereby certify that Paul D. Busby is duly elected President of said
(Name) (Title)
organization, and that the above vote has not been amended or rescinded and remains in full force
and effect as of this date.

Corporate Seal Here:



Virginia A. Busby
(Signature)

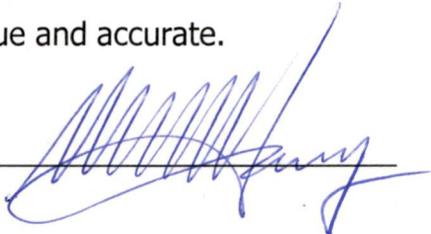
Virginia A. Busby
(Type Name)

August 27, 2025
(Date)

Secretary/Treasurer
(Title)

State of New Hampshire County of Rockingham

On this 27th day of August, 2025, the above named Virginia A. Busby
presented proof of identity in the form of NH Driver's License and swore that the above
statement is true and accurate.

Notary Public 

MICHAEL P. HENRY
Notary Public - New Hampshire
My Commission Expires April 7, 2026
My Commission Expires _____

