



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

75 - 6/3/26

April 24, 2026

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Pro Finish Lines, Co. (VC# 574839-B001) Plymouth, Massachusetts in the amount of \$25,780 for seal coating and pavement marking of the WRBP Wastewater Treatment Plant compound and travel-lane line striping on the River Street Extension access road in Franklin, NH effective upon Governor and Council approval through June 30, 2026. 100% WRBP Funds.

Funding is available in the following account, with the ability to adjust encumbrances through the Budget Office, if needed and justified.

	<u>FY2026</u>
03-44-44-442010-1300-048-500226	\$25,780
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Repairs – Building and Grounds	

EXPLANATION

This contract is for the seal coating and pavement marking of the Franklin Wastewater Treatment Plant (WWTP) compound and line striping of River Street Extension, the 2.5 mile long access road to the WWTP. This infrastructure is maintained by the WRBP on behalf of the communities served by the regional wastewater treatment system. These areas were newly paved in 2025 by the WRBP and require sealcoating to preserve the asphalt. The WWTP pavement marking will allow for parking spaces to be delineated, as well as traffic markings in and around the compound. The line striping of River Street Extension will allow for safer travel along the roadway as there are currently no lines indicating the shoulders or center line. This will also help with visibility in inclement weather conditions.

A Request for Proposals (RFP) was prepared and sent to five (5) firms known do this kind of specialized work. The RFP was also advertised in a statewide newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Amount</u>
Pro Finish Lines, Co., Plymouth, MA	\$25,780
NH Blacktop Sealers, Inc., Auburn, NH	\$38,918

- 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

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council

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North American Infrared, Cornish, NH	\$42,400
Pine State Asphalt Inc., Windham, ME	\$57,300
Manchester Paving and Seal Coating, Northwood, NH	No response
Ameriseal Sealcoating & Line Striping, Merrimack, NH	No response
HD Seal & Stripe, Concord, NH	No response

As a result of the proposals and subsequent due diligence, we wish to award the contract to Pro Finish Lines, Co.

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's operation.

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

We respectfully request your approval.



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

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Pro Finish Lines, Co.		1.4 Contractor Address 170 Halfway Pond Road, Plymouth, MA 02360	
1.5 Contractor Phone Number (774) 313-6474	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$25,780.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 3/14/2026		1.12 Name and Title of Contractor Signatory Richard Bleant, President	
1.13 State Agency Signature  Date: 5/17/26		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: Melissa Frances		On: 5/16/26	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

NHDES

Contractor Initials RB
 Date 3/14/2026

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.

Contractor Initials RB
Date 3/1/2010

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

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

Initials RB
Date 3/14/2026

EXHIBIT B SCOPE OF WORK

This work includes site preparation/clean-up, line striping of River Street Extension which is the access road to the Franklin Wastewater Treatment Facility (WWTF) maintained by the NHDES-WRBP between Winnepesaukee Street and the WWTF gated entrance, and the seal coating and pavement/parking marking of the Franklin WWTF compound. Aerial photos provide an overview of the work areas, see Attachments 1, 2, and 3. All measurements, depictions, and quantities are estimates. Contractor is solely responsible for sufficient supply and installation to complete the scope of work.

River Street Extension (Approx. 11,600lf) – a public roadway

- Layout and stripe using a NHDOT approved roadway Fast Dry 100% Acrylic latex, Hydrophast or approved equal, see Attachment 5.
- Apply approximately 11,600lf of double yellow striping and approximately 23,200lf white fog line to River St Extension, shown in Attachment #3.

WWTF Seal Coating (Approx: 95,840 sq. ft.)

- Clean pavement to be sealed using brooms and air blowers.
- Prime oil spots with a latex primer per manufacturer's specifications and recommendations.
- Apply two (2) coats of ACTION PAVE RT Classic FedSpec R-P-355e rubberized coal tar emulsion pavement sealer meeting ASTM D-5727/D-6945/D-3320 with #60 silica sand mixed with each gallon of raw sealer (see Attachment 4).
- Sealer shall be applied at a minimum rate of 0.20 gallons per square yard for two (2) coats per manufacturer's Mix Design Recommendations.
- A third coat will be applied to high wear truck travel lanes, as shown in Attachment #2, at a minimum rate of 0.012 gallons per square yard.

WWTF Compound Pavement Markings

- Layout and stripe, using a Fast Dry 100% Acrylic traffic paint on the sealed areas, Hydrophast or approved equal, see Attachment 5. Required traffic markings and parking stalls are shown in Attachments 1 and 2.

General Requirements

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

No vehicular traffic or loads shall be permitted on newly sealed pavement until adequate stability has been attained. Contractor shall determine when vehicular traffic may resume and so notify the WRBP, and the sole responsibility for repairs due to premature loading will reside with the contractor. Contractor should coordinate work on weekends, if possible, to facilitate work during times of low vehicular traffic.

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

EXHIBIT B
SCOPE OF WORK - Continued

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

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

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

The contractor shall prevent runoff and minimize overspray near the wastewater treatment facility's process tanks and drainage and stormwater structures. Any spills shall be immediately reported to the WRBP. The contractor shall provide spill containment and clean-up.

All materials used shall be applied in strict accordance with the manufacturer's specifications and recommendations.

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

Safety

The WRBP operates an active safety program, with a safety committee and designated Safety and Health Coordinator. The contractor is expected to adhere to all applicable federal, state, and local safety regulations, as well as the WRBP safety policies. Contractor shall provide adequate safety and traffic control measures to allow access to private properties on River Street Extension; restricting traffic when necessary to avoid undue damage to their work.

The contractor shall at a minimum:

- Provide traffic control and flagging including using cones, barricades, and signage per Manual on Uniform Traffic Control (MUTCD) standards.
- Use appropriate PPE: gloves, safety glasses, long sleeves, and respirators if required. Workers must wear high-visibility clothing (Class 2 or 3) at all times.
- Avoid riding in the back of moving vehicles during striping (OSHA prohibits unrestrained riding in cargo areas under the General Duty Clause, Section 5(a)(1) of the OSH Act).
- Use fall protection if working from elevated platforms or truck beds.

All work is to be completed no later than June 30, 2026.

Warranty

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

EXHIBIT B
SCOPE OF WORK - Continued

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

Information contained in the State's Request for Proposals dated January 06, 2026 and any attachments or addenda thereto is hereby included in Exhibit B by reference.

Initials RB
Date 3/14/2026

EXHIBIT C
COSTS AND TERMS OF PAYMENT

I (we) agree to complete the seal coating of the WRBP Franklin WWTF compound and line striping of River Street Extension and WWTF Compound as described in Exhibit B for the cost of:

\$25,780.00

Amount in Figures

Twenty-Five Thousand Seven Hundred Eighty Dollars

Amount in Words

Terms

1. Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of work and release of any and all liens.
2. Approval of this work does not authorize any expenditure over the price limitation.
3. All work to be completed in FY26; ending on June 30, 2026.

Pro Finish Lines, Co.

Company Name

Initials FB
Date 3/11/2024

State of New Hampshire

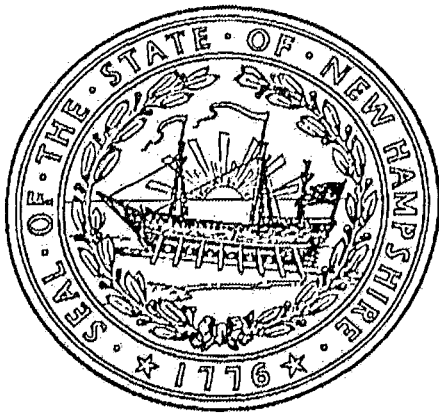
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PRO FINISH LINES, CO. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 29, 2025. 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: 994428

Certificate Number: 0007917155



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Jennifer Cosman, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Pro Finish Lines, Co.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 3/12, 2026
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Richard Blount (may list more than one person) is
(Name and Title) President

duly authorized to enter into contracts or agreements on behalf of

Pro Finish Lines Co. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: March 12 2026

ATTEST:

J Cosman
(Name & Title)
Jennifer Cosman, Secretary
Administrative Assistant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/26

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 Atlantic Insurance Brokerage, Inc 80 Summer Street P. O. Box 186 Kingston, MA 02364	CONTACT NAME: Ellen Doyle PHONE (A/C, No, Ext): 781-585-5551 E-MAIL ADDRESS: edoyle@aib-insurance.com	FAX (A/C, No): 781-585-5552	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pro Finish Lines, Co Richard Blount 170 Halfway Pond Road Plymouth, MA 02360	INSURER A : Kinsale Insurance Company		
	INSURER B : Zurich - American		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x		01002363722	04/23/26	04/23/27	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			01002363722	04/23/26	04/23/27	EACH OCCURRENCE	\$ 1,000,000
	AGGREGATE						\$ 1,000,000	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6ZZUBA432551226	03/24/26	03/24/27	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

NHDES-WRBP is additional insured on the GL Policy

CERTIFICATE HOLDER**CANCELLATION**

NHDES-WRBP
 528 River Street
 Franklin, NH 03235

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

Ellen M Doyle

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