

55 - 9/16/26



State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3556 Fax: 603-271-3553
TDD Access: Relay NH 1-800-735-2964
nhstateparks.org



August 21, 2026

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, to enter into a contract with M.B. Maintenance, Inc. (VC # 156370), of New Boston, NH in the amount of \$59,640.50 for fuel storage inspection and testing services at Mt. Washington State Park upon Governor and Executive Council approval through June 30, 2027. **100% Capital Funds**

Funding is available in account; L23:1XI4-Mt. Washington Summit Study; as follows:

03-035-035-350030-58860000-034-500152-35CPM2609-Capital Projects	<u>FY2027</u> \$59,640.50
--	-------------------------------------

EXPLANATION

The Division of Parks and Recreation (P&R) manages Mt. Washington State Park in Sargents Purchase, NH. This project will satisfy the requirements of the State required 10-year inspection of the 4 - 20,000-gallon steel single walled Kerosene above ground storage tanks as indicated by the NHDES above ground storage tank rules Chapter Env-Or 300 Aboveground Petroleum Storage Facilities.

On June 17, 2026, DNCR issued an invitation to submit bids for fuel storage inspection and testing services at Mt. Washington State Park. The RFB was posted on both the Division of Purchase and Property's website and the Division of Parks and Recreation's website in accordance with the Department of Administrative Services' policy. Bid submissions were due July 3, 2026. Three bids were received; M.B. Maintenance, Inc., was the lowest bidder.

The Attorney General's Office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,


Adam J. Crepeau
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Capital Projects and Maintenance Bureau**

Closing Date: July 3, 2026

**Mt. Washington State Park
Oil Tank Inspection
Project #: CAP2609**

Contractor Name and Address	Bid Amount
M.B. Maintenance, Inc. 218 River Road New Boston, NH 03070	\$59,640.50
Mass Tank Inspection Services, LLC 29 Abbey Lane Middleboro, MA 02346	\$143,000.00
NRC East Environmental Services, Inc. 31 Waldren Way Portland, ME 04103	\$152,423.70

Bidding Procedure: DNCR issued a Request for Bid (RFB) on June 17, 2026. The RFB was posted on the DAS NH Purchasing and the NH State Parks websites as well as sent to Alpha Graphics, Constructions Summary, Dodge/McGraw-Hill, Signature Digital Imaging, and Works in Progress. Qualifications were due July 3, 2026. Three bids were received; the low bidder was M.B. Maintenance, Inc. upon approval of Governor and Council.

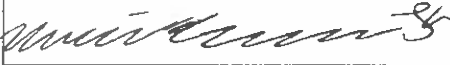
Bid Evaluator: Albdios Fioravante

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 NH Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name M.B. Maintenance, Inc.		1.4 Contractor Address 218 River Road New Boston, NH 03070	
1.5 Contractor Phone Number 603-345-1983	1.6 Account Unit and Class 030-350030-58860000- 034-500152-35CPM2609	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$59,640.50
1.9 Contracting Officer for State Agency Seth Prescott, Project Manager		1.10 State Agency Telephone Number 603-271-3982	
1.11 Contractor Signature  Date: 7/28/26		1.12 Name and Title of Contractor Signatory Mario Bolduc Jr. / President	
1.13 State Agency Signature  Date: 8/21/26		1.14 Name and Title of State Agency Signatory Adam J. Crepeau, Commissioner DNCR	
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: <u>Mary E. Maloney</u> On: <u>August 27, 2026</u>			
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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
CAPITAL PROJECTS AND MAINTENANCE BUREAU**

PROJECT No.: CAP2609

TANK INSPECTION
MT. WASHINGTON STATE PARK, SARGENTS PURCHASE, NH

EXHIBIT A – SPECIAL PROVISIONS

Amend Paragraph 26 to state:

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. Notwithstanding the foregoing, this Agreement incorporates all material terms related to the scope of this contract as set forth in the Department's Request for Bids for Project No: CAP2609, as issued on or around June 17, 2026, as well as duly authorized Addenda thereto issued by the State.

EXHIBIT B – SCOPE OF WORK

Scope of Work

The Contractor shall provide the State tank inspection services at Mt. Washington State Park in Sargents Purchase, by, on, or before the Completion Date. The Contractor shall be responsible for all labor, materials, equipment, and services required for the 10 year inspection of the 4 – 20,000 gallon steel single walled Kerosene above ground storage tanks (AST's), in compliance with, and as indicated by The NHDES above ground storage tank rules CHAPTER Env-Or 300 ABOVEGROUND PETROLEUM STORAGE FACILITIES and contained in the Department's Request for Bids "Project No: CAP2609 Mt. Washington Tank Inspection" dated June 17, 2026, and any associated Addenda issued, collectively defined as the Contract Documents. Copies of which the Contractor acknowledges receipt of.

Web Content Accessibility: Any reports submitted for public viewing on any NH State webpage must comply with the World Wide Web Consortium's *Web Content Accessibility Guidelines (WCAG) 2.1 AA* requirements.

EXHIBIT C – PRICE AND PAYMENT PROVISIONS

Price Limitation

The total not to exceed price limitation is \$59,640.50.

Method of Payment

Payments shall be made monthly in proportion to the work completed and approved by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term

This contract shall commence upon receipt of the Notice to Proceed after approval of the Governor and Executive Council with a completion date of June 30, 2027.

Contractor Initials MB
Date 7/28/26

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 M.B. MAINTENANCE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 11, 1987. 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: **114241**

Certificate Number: **0007985610**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of July A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Mario Bolduc JR, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

MB Maintenance Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations President
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Mario Bolduc JR
(list individuals holding positions authorized)

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

DATED: 8/3/2020

ATTEST: Mario Bolduc JR President
(Name & Title)

**CONSENT
OF
OF THE SHAREHOLDERS AND THE BOARD OF DIRECTORS
OF
M.B. MAINTENANCE, INC.**

The undersigned, being the shareholders (the "Shareholders") and the board of directors (the "Board of Directors") of M.B. Maintenance, Inc., a New Hampshire corporation (the "Corporation"), acting by consent without a special meeting pursuant to Section 293-A:7.04 and Section 293-A:8.21 of the New Hampshire Business Corporation Act, adopt the following resolutions (this "Consent"):

WHEREAS, Mario Bolduc ("Mario") passed away on January 24th, 2025, and as of such date, Mario was serving as the Corporation's sole director and officer; and

WHEREAS, the Corporation wishes to appoint a new member of the board of directors and officers of the Corporation.

NOW, THEREFORE BE IT:

RESOLVED: That Mario Bolduc, Jr. is hereby appointed by the Shareholders to the board of directors of the Corporation in accordance with the Corporation's bylaws (the "Bylaws"), and he shall hold such position in accordance with the Bylaws.

RESOLVED: That Mario Bolduc, Jr. is hereby appointed by the Board of Directors to serve as the President, Treasurer, and Secretary of the Corporation in accordance with the Bylaws, and he shall hold such offices in accordance with the Bylaws.

RESOLVED: That Mario Bolduc, Jr., as an officer of the Corporation, is authorized, empowered, and directed to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Corporation and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees, and taxes as are, in the opinion of the officer considered necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of this Consent; and that any and all such actions heretofore or hereafter taken by an officer relating to and within the

terms of these resolutions are hereby adopted, affirmed, approved, and ratified in all respects as the act and deed of the Corporation.

RESOLVED: That Mario Bolduc, Jr., as an officer of the Corporation, is hereby authorized and directed to open one or more accounts to deposit or borrow monies with such financial institutions as may be deemed necessary for the proper conduct of the business of the Corporation. The resolutions required by the bank for opening such account and authorizing him to sign drafts, checks, and all other related instruments are hereby approved and adopted.

RESOLVED: That any action taken by the Shareholders, the Board of Directors, or any officer of the Corporation on or prior to the date of this Consent in furtherance of actions contemplated by these resolutions be, and hereby are, ratified, confirmed, authorized, and approved as the act and deed of the Corporation.

RESOLVED: That electronic or digital signatures in any form to this Consent shall be permitted and shall have the same force and effect as original, manual signatures.

RESOLVED: That this Consent shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a special meeting of the Shareholders and the Board of Directors.

[SIGNATURE PAGE FOLLOWS]

The undersigned Shareholders and the member of the Board of Directors of the Corporation have executed this Consent on the date set forth below.

SHAREHOLDERS:

The Mario Bolduc Revocable Trust

Date: February 18, 2025

By: 
Mario J. Bolduc, Jr., Successor Trustee

DIRECTORS:

Date: February 18, 2025


Mario Bolduc, Jr.

[Signature page to the Consent of the Shareholders and the Board of Directors of M.B. Maintenance, Inc.]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2026

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 Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 E-MAIL: cbeauregard@eatonberube.com ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No): 603-886-4230
INSURED M B Maintenance Inc 218 River Road New Boston NH 03070	INSURER(S) AFFORDING COVERAGE INSURER A : Central Insurance Companies INSURER B : Eastern Alliance Insurance Group INSURER C : Admiral Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 20230

COVERAGES CERTIFICATE NUMBER: 619806745 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		FEI-ECC-13773-13	4/21/2026	4/21/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP 9755353	4/21/2026	4/21/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		FEI-EXS-13778-13	4/21/2026	4/21/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	003-0000574854-2026A	4/21/2026	4/21/2027	☒ 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
C	Pollution Liability Claims Made Retro Date 4/21/04		FEI-ECC-13773-13	4/21/2026	4/21/2027	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$5,000

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

NH Workers Compensation, no Excluded officers
General Liability Additional Insured per Written contract per Admiral Insurance form ECC-319-0712 General Liability on a Primary and Non-Contributory Basis per written contract per Admiral Ins. Form ECC548 3/17). Waiver of Subrogation per Written contract per Admiral Insurance form ECC-320-0712. Auto Liability Additional Insured & Waiver of Subrogation required by Contract, Agreement or Permit per Central Insurance Form 3-3068(11/20).

CERTIFICATE HOLDER

CANCELLATION

NH Department of Natural & Cultural Resources
Capital Projects & Maintenance Bureau
172 Pembroke Rd
Concord NH 03301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.