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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

October 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into a contract with EJ Prescott, Inc. (VC #173992), Gardiner, Maine in the amount of \$24,500 for the labor and materials required to perform the Peabody Well House Tank Resurfacing at Cannon Mountain Ski Area upon Governor and Executive Council approval through May 15, 2015. 100% Capital Funds
2. Further authorize a 5% contingency in the amount of \$1,225 to cover any unforeseen issues that may arise, which is not covered under the original scope of services, once the work is underway. 100% Capital Funds

Funding is available in account titled, RSA 12-A:29-B Cannon Capital Improvement, as follows:

03-35-35-350030-31320000-034-500161	Capital Projects	<b><u>FY 2015</u></b>
		\$25,725

**EXPLANATION**

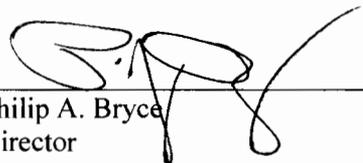
Cannon Mountain's existing 8,600 gallon concrete atmospheric storage tank was installed over 20 years ago and the tank is showing evidence of interior surface degradation and is at serious risk of further damage and potential leaks. Primary assessments indicate that the structure is sound and only requires an interior resurfacing or coating to reinforce and seal the interior surface.

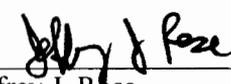
On July 28, 2014, an invitation to submit bids for "Peabody Well House Tank Resurfacing" was advertised on the Department of Administrative Services' and Construction Summary's websites. Two (2) bids were received and EJ Prescott was selected as the lowest responsive bidder. EJ Prescott offered the most comprehensive bid with a well drafted and detailed scope of services. Additionally, they provided a minimum 5-year warranty as well as professional consultation from the coating process owner. The second bidder was rejected for not meeting the specifications nor did they provide the required warranty as requested in the bid invitation. Copies of the bid tabulation and bid proposal review criteria are attached for your use and information.

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

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner



SNH - DRED - PARKS - CANNON MT Peabody Well House Tank Resurfacing August / September 2014		EJ Prescott / Team PPF		GS Bolton, Inc.	
		Bid	Contract	Bid	Contract
* Clean, inspect, and restore interior wall and floor surfaces of existing 8,600 gallon concrete atmospheric water storage tank  * Apply the "Warren Environmental Systems" (or acceptable equivalent) interior epoxy spray coating on floor and walls of concrete atmospheric water storage tank to a thickness of 1/4"  * Perform and/or pass leakage test as agreed to by client		\$24,500	\$24,500	Bid rejected	Bid rejected
Subtotal		24,500.00	24,500.00	N/A	N/A
Total					

**SNH-DRED-PARKS-CANNON // RFB SCORING - Peabody Well House Tank Resurfacing  
August/September 2014**

10/8/2014

Purpose - To summarize results of bidding.

		Cost Criteria 22			42	36	100	
Bidder Name	Bid	Formula	Weight	Score	Knowledge	Quality Resp	Total	
EJ Prescott / Team PPF	\$24,500	22.00	1	22	40	34	96	
GS Bolton, Inc.	\$16,500	Bid rejected // didn't meet scope or spec // no warranty offered						

**Criteria for Proposal Evaluation**

- Licensed and demonstrated knowledge of staff members assigned to project (42%)
- Quality of response to this RFB to demonstrated ability and capability to perform (36%)
- Cost (22%)

**Review Team**

John DeVivo, General Manager  
 Jeff Porter, Facility Manager  
 Darrel Dietlein, Electronics Technician

**Overall Summary**

Put out to bid July 28, 2014 / Received-Closed August 15, 2014 / Scored August 19, 2014 / Awarded August 20, 2014

EJ Prescott addressed all of the items within the scope of work and provided a detailed summary of their scope of services within their comprehensive bid offer. They also took it up a notch by providing a minimum of 5 year warranty as well as professional consultation from the coating process owner.

GS Bolton did not provide the service stipulated in the scope of work of the RFB. They also failed to provide the requested detail in their scope of service within their rudimentary bid offer. No warranty was given even after being requested. Better price, but not based upon our requests in the RFB. The GS Bolton bid was rejected.

**Contract Price**

EJ Prescott / Team PPF provided fair market value in our opinion as spec'd.

GS Bolton did not meet spec or provide the service and warranty we required // bid rejected.

Summary Criteria

Subject: Peabody Well House Tank Resurfacing FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Resource &amp; Economic Development</u>		1.2 State Agency Address <u>P.O. Box 1856, Concord, NH 03302-1856</u>	
1.3 Contractor Name <u>EJ Prescott, Team PPF</u>		1.4 Contractor Address <u>599 Water Street, Gardiner, ME 04345</u>	
1.5 Contractor Phone Number <u>207-582-4795</u>	1.6 Account Number <u>31320000-034-500162</u>	1.7 Completion Date <u>May 15, 2015</u>	1.8 Price Limitation <u>\$24,500.00</u>
1.9 Contracting Officer for State Agency <u>Jeffrey J. Rose, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-2411</u>	
1.11 Contractor Signature <u>Don LeBlanc</u>		1.12 Name and Title of Contractor Signatory <u>Don LeBlanc, Division Manager</u>	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Kennebec</u> On <u>8/26/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.i Signature of Notary Public or Justice of the Peace <u>[Signature]</u> [Seal]		<b>MY COMMISSION EXPIRES NOVEMBER 29, 2014</b>	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature <u>Jeffrey J. Rose</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>10/24/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. Contractor must complete all Services by the Completion Date specified in block 1.7.

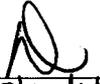
**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.  
5.2 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. The State shall have no liability to the Contractor other than the contract price.  
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 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.

**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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials   
Date 8/26/14

**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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials ML  
Date 8/20/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

Contractor Initials DL  
Date 8/26/14

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION**

**PEABODY WELL HOUSE TANK RESURFACING**

**EXHIBIT A**

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with all labor and materials required to complete the Peabody Well House Tank Resurfacing at Cannon Mountain, Franconia NH. This project will require resurfacing the 8,600 gallon concrete portable water atmospheric storage. Project is to be completed by May15, 2015. The Contractor requires receipt of, and the following scope of work per RFB Dred 2015-09:

- a) Clean, inspect and restore interior wall & floor surfaces of existing 8,600 gallon concrete atmospheric storage tank;
- b) Apply the Warren Environmental Epoxy #30 interior spray at a thickness of 250 mils (wet walls) to all interior concrete surfaces of the well up to 6.5 feet from floor, to include coating the floor;
- c) Leak test;
- d) Mobilization to and from the jobsite.

**EXHIBIT B**

Final payment to be processed upon satisfactory completion of work and receipt of an itemized invoice.

Total contract shall not exceed:     \$24,500

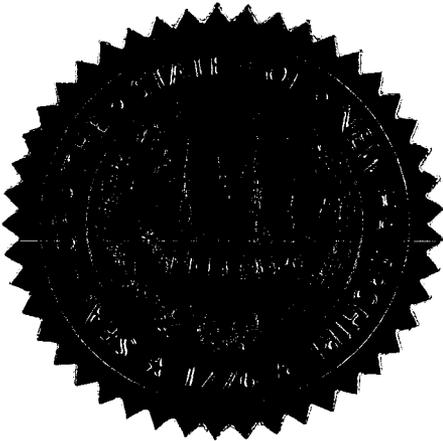
**EXHIBIT C**

There are no additional or special provisions in this contract.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EVERETT J. PRESCOTT, INC. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on February 12, 1970. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of September, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

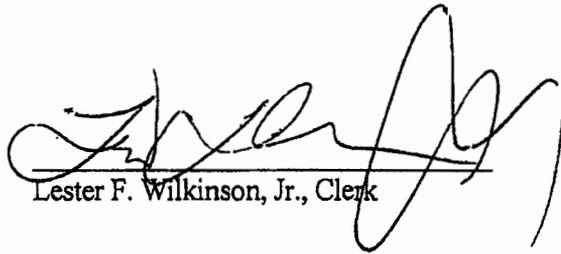
**CERTIFICATE OF AUTHORITY**

As a result of action taken by unanimous written consent of the Directors of Everett J. Prescott, Inc. (the "Corporation") on August 27, 2014, it was voted that **Donald L. LeBlanc**, Division Manager, of **Everett J. Prescott, Inc.** be and he hereby is authorized to execute bids, contracts, documents and bonds in the name of and on behalf of the Corporation, and such execution of any contract or obligation in this Corporation's name on its behalf by **Donald L. LeBlanc**, shall be valid and binding upon this Corporation.

I hereby certify that I am the Clerk of **Everett J. Prescott, Inc.**, that **Donald L. LeBlanc** is the duly appointed Division Manager of the Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Dated: August 27, 2014

*Don LeBlanc*

  
Lester F. Wilkinson, Jr., Clerk

*Personally appeared before me on 9-6-14  
Donald LeBlanc. Provided Maine Pic DL  
as verification.*

*W. McCallister*

WALTER McCALLISTER  
NOTARY PUBLIC, STATE OF MAINE  
MY COMMISSION EXPIRES JUNE 19, 2016

*Everett J. Prescott, Inc.*

**ACTION TAKEN BY UNANIMOUS WRITTEN  
CONSENT OF ALL DIRECTORS WITHOUT MEETING**

Pursuant to 13-C M.R.S.A. Section 822, the undersigned, being all of the Directors of Everett J. Prescott, Inc. (the "Corporation"), hereby consent to the taking of, and hereby take, the following actions without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by a unanimous resolution of the Board of Directors of the Corporation at a meeting thereof duly called and held on the date hereof at which all of the undersigned Directors were present and acting throughout.

**VOTED:** That **Donald L. LeBlanc**, Division Manager, of **Everett J. Prescott, Inc.** be and he hereby is authorized to execute bids, contracts, documents and bonds in the name of and on behalf of the Corporation, and such execution of any contract or obligation in this Corporation's name on its behalf by such Treasurer shall be valid and binding upon this Corporation.

This document shall be filed with the minutes of Directors' Meetings.

**DATED:** August 27, 2014

*Don LeBlanc*

*Peter E. Prescott*  
Peter E. Prescott, Director

*Steven E. Prescott*  
Steven E. Prescott, Director

*Stanley G. McCurdy, Jr.*  
Stanley G. McCurdy, Jr., Director

*Edward H. Boudreau*  
Edward H. Boudreau, Director

Personally appeared before me on 9-6-14  
Donald LeBlanc provided ME Pic OIC  
as proof of ID

*W. McCallister*

WALTER McCALLISTER  
NOTARY PUBLIC, STATE OF MAINE  
MY COMMISSION EXPIRES JUNE 19, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2014

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 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 <b>Cross Insurance-Augusta</b> 116 Community Drive  <b>Augusta ME 04330</b>	CONTACT NAME: <b>Carla Jenney, CISR, CRIS, MLIS</b>	
	PHONE (A/C No. Ext): <b>(207) 623-4791 X311</b>	FAX (A/C No.): <b>(207) 623-1248</b>
	E-MAIL ADDRESS: <b>cjenney@crossagency.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A <b>Liberty Mutual Fire Ins Co.</b>	
INSURED <b>Everett J Prescott, Inc</b> <b>PEP Transportation</b> <b>PO Box 600</b> <b>Gardiner ME 04345</b>	INSURER B <b>Darwin Select Ins Co</b>	<b>24319</b>
	INSURER C <b>Maine Chamber Group Trust</b>	
	INSURER D <b>Dirigo Reins Wokers Comp Group</b>	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: **CL13122099047** 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		YV2-Z11-260564-103	12/31/2013	12/31/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ <b>10,000</b>
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
						\$
A	AUTOMOBILE LIABILITY		AI2-Z11-260564-083	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						Medical Payments \$ <b>5,000</b>
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		0308-0720	12/31/2013	12/31/2014	EACH OCCURRENCE \$ <b>10,000,000</b>
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ <b>10,000,000</b>
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2-Z11-260564-093	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
C	ME NH Workers Comp		MEWCMCGT2014626	01/01/2014	01/01/2015	EL-Ea Acc/EL Disease <b>1,000,000</b>
D	ME EXCESS WORKERS COMP		DIRGO2014	01/01/2014	01/01/2015	EXCESS OF EMPL LIAB <b>INCLUDED</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Peabody well house tank resurfacing. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER  <b>don.leblanc@ejprescott.com</b>  <b>State of New Hampshire</b> <b>Dept. of Economic Development</b> <b>103 Tramway Drive</b> <b>Franconia, NH 03580</b>	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <b>C Jenney, CRIS, MLIS/ <i>Carla A Jenney</i></b>

Lavoie, Leanne

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**From:** DeVivo, John  
**Sent:** Thursday, September 18, 2014 12:19 PM  
**To:** Gademsky, Rhonda; Lavoie, Leanne  
**Subject:** RE: Cannon Mtn Contract

Thanks!!

Sent with Good (www.good.com)

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**From:** Don.LebLANC@ejprescott.com [mailto:Don.LebLANC@ejprescott.com]  
**Sent:** Thursday, September 18, 2014 9:55 AM  
**To:** Gademsky, Rhonda  
**Subject:** Re: Cannon Mtn Contract

Oh okay, sure. Anytime is fine beyond Oct 14th

**Don LeBlanc, P.E.**  
Division Manager  
Plastic Pipe Fabrication (PPF)  
A Division of Team EJP  
C: 716-207-9739  
O: 207-582-4795  
E: Don.LeBlanc@ejprescott.com

On Sep 18, 2014, at 9:48 AM, "Gademsky, Rhonda" <[Rhonda.Gademsky@dred.nh.gov](mailto:Rhonda.Gademsky@dred.nh.gov)> wrote:

Jeff and Darrel are having trouble coordinating the efforts. We are still going to the Oct. G&C with this but they think the time for weather will run out.

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**From:** Don.LebLANC@ejprescott.com [mailto:Don.LebLANC@ejprescott.com]  
**Sent:** Thursday, September 18, 2014 9:44 AM  
**To:** Gademsky, Rhonda  
**Subject:** Re: Cannon Mtn Contract

May? Completion date is by Nov 7th, 2014 right?

**Don LeBlanc, P.E.**  
Division Manager  
Plastic Pipe Fabrication (PPF)  
A Division of Team EJP  
C: 716-207-9739  
O: 207-582-4795  
E: Don.LeBlanc@ejprescott.com

On Sep 18, 2014, at 8:30 AM, "Gademsky, Rhonda" <[Rhonda.Gademsky@dred.nh.gov](mailto:Rhonda.Gademsky@dred.nh.gov)> wrote:

Don

I know Jeff and Darrel are busy but to move things along, would a May 15, 2015 completion date be ok with you? Please let me know as soon as possible. Thanks