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

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov  
Web: www.nhstateparks.org

March 18, 2016

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

**REQUESTED ACTION**

Pursuant to RSA 21-I:80,I (b), authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract with Jeremy Hiltz Excavating, Inc. (VC #162245), Ashland, NH, in the amount of \$159,200 for the New Parking Lot at Livermore Falls State Reservation upon approval of Governor and Executive Council through June 15, 2016. 100% Capital Funds

Funding is available as follows:

|  |                       |
|--|-----------------------|
|  | <b><u>FY 2016</u></b> |
| 03-35-35-350030-52920000               |                       |
| 5-220:1-XIII-I LIVERMORE FALLS PARKING |                       |
| 034-500162 Capital Projects            | \$159,200             |

**EXPLANATION**

The intent of this project is to create a new parking lot at the existing entrance to the Livermore Falls State Reservation, Pemigewasset River access area off Livermore Road in Holderness, New Hampshire. The project includes grading of the area to facilitate storm water drainage, new granite curbing, paving, relocated information kiosk and installation of a new park gate.

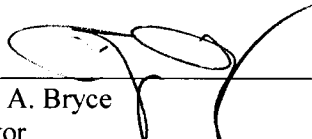
In February 2016, an invitation to submit bids for a New Parking Lot off Livermore Road at the Livermore State Forest was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Thirteen (13) contractors attended a mandatory pre-bid meeting on March 1<sup>st</sup>, 2016, from which 6 bid proposals were received on March 10<sup>th</sup>, 2016, and Jeremy Hiltz Excavating was the selected low bidder. Attached for your information is a summary of the bids received for this project.

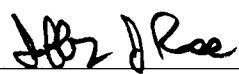
The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,

(9m)

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

Livermore Parking Lot  
CAP 1613  
Bidding Results

| Vendor                            | Address                             | Total Lump Sum<br>Base Bid |
|-----------------------------------|-------------------------------------|----------------------------|
| Jeremy Hiltz Excavating, Inc.     | 63 West st. Ashland, NH 03217       | <b>\$159,200.00</b>        |
| GW Brooks & Son, Inc.             | 362 Eaton rd. Freedom NH 03836      | <b>\$173,945.00</b>        |
| Brandon Hiltz Construction , Inc  | PO Box 43 Ashland NH 03217          | <b>\$174,382.50</b>        |
| Caulder Construction, LLC         | 5 Macaul rd. N. Woodstock, NH 03262 | <b>\$176,540.00</b>        |
| Andrews Construction Company, Inc | PO Box 720 Campton NH 03223         | <b>\$184,262.00</b>        |
| David Bourne Construction, LLC    | 223 Us Rt. Holderness, NH 03245     | <b>\$189,891.90</b>        |

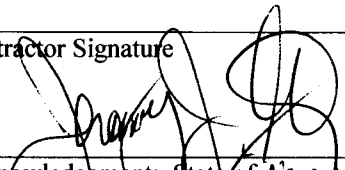
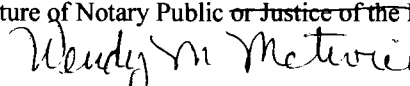
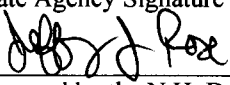
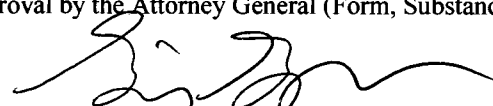
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |  |                                       |
|--|--|--|---------------------------------------|
| 1.1 State Agency Name<br>Department of Resources and Economic Development  |  | 1.2 State Agency Address<br>172 Pembroke Road, Concord, NH, 03301              |                                       |
| 1.3 Contractor Name<br><br>Jeremy Hiltz Excavating, Inc.   |  | 1.4 Contractor Address<br>PO Box 1142, Ashland, NH, 03217                      |                                       |
| 1.5 Contractor Phone Number<br>603-968-9694  | 1.6 Account Number<br>034-52920000-500162-35B094AB | 1.7 Completion Date<br>6/15/2016   | 1.8 Price Limitation<br>\$ 159,200.00 |
| 1.9 Contracting Officer for State Agency<br>Thomas Mansfield, Department Architect   |  | 1.10 State Agency Telephone Number<br>603-271-3556                             |                                       |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br>Jeremy J. Hiltz, President      |                                       |
| 1.13 Acknowledgement: State of New Hampshire County of Grafton<br><br>On March 17, 2016, 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. |  |  |                                       |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><br>[Seal] <span style="float: right;">my commission expires February 25, 2020</span>  |  |  |                                       |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Wendy M. Metivier, Office Manager   |  |  |                                       |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br>Jeffrey J. Rose, Commissioner |                                       |
| Date: 4/4/16   |  |  |                                       |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: N/A Director, On:   |  |  |                                       |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: 4/12/16   |  |  |                                       |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br><br>By: On:   |  |  |                                       |

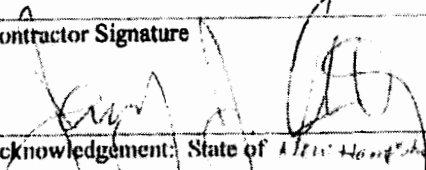

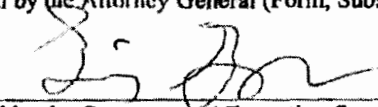
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**AGREEMENT**

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**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |                                       |
|--|--|---|---------------------------------------|
| 1.1 State Agency Name<br>Department of Resources and Economic Development  |  | 1.2 State Agency Address<br>172 Pembroke Road, Concord, NH, 03301                     |                                       |
| 1.3 Contractor Name<br>Jeremy Hiltz Excavating, Inc. <i>(JSH)</i><br><i>4/15/16 308 4/11/16</i>  |  | 1.4 Contractor Address<br>PO Box 1142, Ashland, NH, 03217                             |                                       |
| 1.5 Contractor Phone Number<br>603-968-9694  | 1.6 Account Number<br>034-52920000-500162-35B094AB | 1.7 Completion Date<br>6/15/2016  | 1.8 Price Limitation<br>\$ 159,200.00 |
| 1.9 Contracting Officer for State Agency<br>Thomas Mansfield, Department Architect   |  | 1.10 State Agency Telephone Number<br>603-271-3556                                    |                                       |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br>Jeremy S. Hiltz, President             |                                       |
| 1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Carroll</i><br>On <i>March 17, 2016</i> , 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. |  |   |                                       |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>[Seal] <i>Wendy M. Metoyer</i> My Commission Expires February 25, 2020  |  |   |                                       |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Wendy M. Metoyer, Office Manager</i>   |  |   |                                       |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br><i>Jeffrey J. Rose, Commissioner</i> |                                       |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: <i>N/A</i> Director, On:  |  |   |                                       |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <i>4/12/16</i>  |  |   |                                       |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>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, 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 as indicated in block 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials JJA  
Date 3/17/16

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.

**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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials       
Date 3/17/14

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

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

**LIVERMORE FALLS NEW PARKING LOT**

**Project CAP1613**

**EXHIBIT A**

**SUMMARY OF THE WORK:** This project will create a new parking lot at the existing entrance to the Livermore Falls State Reservation, Pemigewasset River access area off Livermore Road in Holderness, New Hampshire.

The contract includes:

- Removal of trees
- Grading for sheet drainage of storm water
- Installation of sub base material under all areas receiving pavement
- Granite Curbing installation
- Paving of entrance and parking area
- Painted pavement markings for travel, parking stalls and accessible parking spaces.
- Installation of heavy timber gate at the entrance
- Relocation of existing kiosk
- Electrical conduit trenching

**EXHIBIT B**

**Contract Price**

The total contract shall not exceed **\$159,200**

**Method of Payment**

Payments shall be made monthly in proportion to the work completed and upon receipt of an itemized invoice.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of **June 15<sup>th</sup> 2016**

**EXHIBIT C**

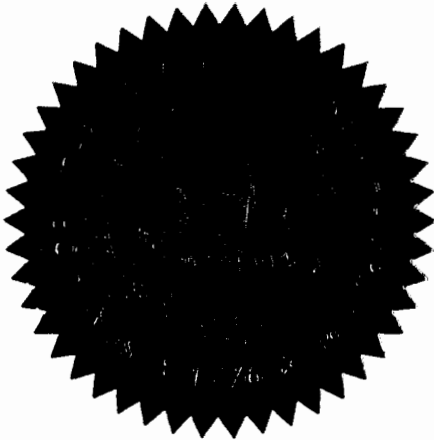
There are no additional provisions on this contract.



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 Jeremy Hiltz Excavating, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 16, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of March, A.D. 2016

William M. Gardner  
Secretary of State



CORPORATE VOTE  
OF  
JEREMY HILTZ EXCAVATING INC.

Upon a Special Meeting of the Board of Directors of Jeremy Hiltz Excavating Inc., a New Hampshire Corporation, with a business address of P.O. Box 1142, Ashland, New Hampshire 03217, held on the 17<sup>th</sup> day of March, 2016, held at Ashland, New Hampshire, it was unanimously VOTED:

That JEREMY J. HILTZ, in his capacity as President of Jeremy Hiltz Excavating Inc., shall be authorized to make any and all decisions, negotiate any terms, and to execute any and all documents necessary in regards to signing documents of any type with the State of NH, Department of Resources & Economic Development for the Livermore Falls New Parking Lot, project CAP1613.

Further, JEREMY J. HILTZ, is sole owner and Officer of Jeremy Hiltz Excavating Inc., and is authorized to sign in all capacities as designated.

Dated: March 17, 2016

ATTEST:

*Shirley Kay Rogers*

JEREMY HILTZ EXCAVATING INC.

BY: 

Jeremy J. Hiltz, Chairman  
Board of Directors

State of New Hampshire  
County of Grafton

On this 17th day of March 2016 before me, Wendy M. Metivier, the undersigned officer personally appeared Jeremy J. Hiltz, who acknowledged himself/herself to be the President of Jeremy Hiltz Excavating Inc., and that he, as such President, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My Commission Expires February 25, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/14/2016

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).


| <b>PRODUCER</b><br>Davis & Towle Morrill & Everett, Inc.<br>115 Airport Road<br>Concord, NH 03301 | <b>CONTACT NAME:</b> Kathy M. Pettit<br><b>PHONE (A/C, No, Ext):</b> (603) 715-9739<br><b>FAX (A/C, No):</b> (603) 225-7935<br><b>E-MAIL ADDRESS:</b> kpettit@davistowle.com  |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
|---|---|-------------------------------|--------|--------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
|   | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Acadia Insurance Company | 31325 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER A : Acadia Insurance Company  | 31325   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER B :   |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER C :   |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER D :   |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER E :   |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| INSURER F :   |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |
| <b>INSURED</b><br><br>Jeremy Hiltz Excavating, Inc.<br>P.O. Box 1142<br>Ashland, NH 03217         |   |                               |        |                                      |       |             |  |             |  |             |  |             |  |             |

**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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | CPA5122131-12 | 12/18/2015              | 12/18/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          | CAA5122133-12 | 12/18/2015              | 12/18/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | CUA5124149-12 | 12/18/2015              | 12/18/2016              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | WCA5122134-12 | 12/18/2015              | 12/18/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*Workers Compensation: 3A States - NH.  
RE: Livermore

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>New Hampshire Division of Resources and Economic Development<br>172 Pembroke Road<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|