



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



98

**CHRISTOPHER D. CLEMENT,**  
**SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Bridge Maintenance  
April 10, 2013

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Sturm Corporation dba Cranes Aerial Truck Services, (VC#171204) Bellington, Massachusetts in the amount of \$10,425 for Mobile Crane Training and Certification from the date of Governor and Council approval through June 30, 2013. 100% Highway Funds.

Funding is available as follows:

04-96-96-960315-3027	<u>FY 2013</u>
Employee Training	
066-5000555 Training/Education Consultants	\$10,425.00

**EXPLANATION**

This contract is necessary to train, test and certify Department mobile crane operators to meet the requirements of OSHA 29CFR Part 1926 Subpart CC Cranes and Derricks in Construction. This regulation that will take affect in November of 2014 requires operators of mobile cranes used in construction to be certified by either an audited employer program, state agency or by an accredited testing organization. The Bureau of Bridge Maintenance has 12 construction/maintenance crews that utilize truck mounted articulating cranes on a daily basis. We will be training multiple employees in each crew by scheduling several classes in the time leading to the certification deadline.

The Department advertised the work in the Concord Monitor on March 28, 2013, posted the bid form to the Department of Administrative Services Bid Opportunity webpage and sent bid information to three potential service providers. Three sealed bids were opened on April 1, 2013. The bidders were ranked based on their qualifications, previous performance and references, and cost of providing services. The top ranked firm which was also the lowest bidder, Cranes Aerial Truck Services, was selected.

The contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of

State's office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. Clement Sr.", written in a cursive style.

Christopher D. Clement Sr.  
Commissioner

Attachment

**Mobile Crane Training and Certification  
Bid summary**

Category	Weighting	Crane Institute of America	ATS Specialized	Sturm Corporation
Qualifications	Max 30 points	25	20	30
Performance History (References)	Max 30 points	20	27.5	22.5
Price and Hourly Rates	Max 40 points	30	22.5	40
	Total	75	70	92.5

**Note:** Scores above are an average from two sets of scores made indepentantly on April 1, 2013 by Timothy Boodey and Andrew Hall, Bridge Maintenance Maintenance & Construction Engineers

**Qualifications:**

Mobile crane specific  
Years experience  
Technical Committees served on  
Training summary - schedule

**Performance History (References):**

Referance company industry  
Construction companies  
Government agencies trained

**Price:**

Total price per pupil  
Lowest price awarded 40 points, second lowest awarded 30 points, highest price awarded 20 points  
Cranes Aerial Truck Services: \$695.00 per pupil  
Crane Institute of America: \$1024.17 per pupil  
ATS Specialized: \$1450.00 per pupil



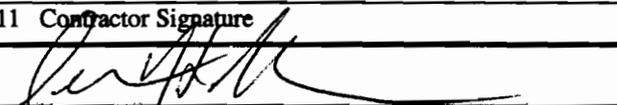
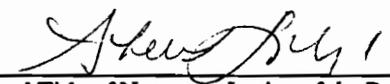
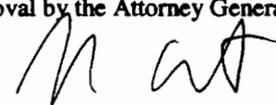
Subject: Mobile Crane Training & Certification **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH DOT - Bureau of Bridge Maintenance		1.2 State Agency Address 7 Hazen Drive, P.O. Box 483 Concord NH 03302	
1.3 Contractor Name Sturm Corp. DBA Cranes Aerial Truck Service (Sean Kelly)		1.4 Contractor Address 57B Mendon St. Bellingham MA 02019	
1.5 Contractor Phone Number 508-966-4100	1.6 Account Number 04-96-96-960315-30	1.7 Completion Date 7 June 30, 2013	1.8 Price Limitation \$ 10,425.00
1.9 Contracting Officer for State Agency Douglas Gosling, Administrator		1.10 State Agency Telephone Number 603-271-3667	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Kelly Sales	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Norfolk</u> On <u>4-4-2013</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Sheri L Snell-Goold			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William P. Tanello, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: April 24, 2013			
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.

  
4/4/13

**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                       
Date 4/4/13

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.

Handwritten signature and date in cursive script.

## EXHIBIT "A" – SCOPE OF SERVICES

GENERAL DESCRIPTION: Provide mobile hydraulic crane training, testing and certification. The selected vendor will provide classroom and hands-on instruction and practice and written exams. Upon successful completion of practical and written evaluations, employees will possess a mobile crane operator certificate meeting the requirements of OSHA 29 CFR Part 1926 Subpart CC.

### SCOPE OF SERVICES:

A qualified firm must be able to provide instruction, study materials and coordinate testing and certification services resulting in mobile crane operator certification as specified in OSHA regulations and NH Department of Labor rules

Training will be held at NH DOT facility located at NHDOT – Bridge Maintenance 27 Salisbury Road Franklin, NH 03835 for a minimum of 12 individuals and maximum of 15 per class. Bids will be evaluated assuming a 12-student class. NH DOT will provide the classroom space, site for practical training and testing, PPE for all trainees, rigging and support and the following cranes for training and certification purposes:

#### (1) Spring 2013 (up to 15 students)

- Truck mounted National Series 656A telescopic boom crane
- Truck mounted National Series N100/31-38 articulating boom crane with winch
- Truck mounted Hiab 244EP-3 HIPRO articulating boom crane with winch

Contractor's Initials

Date

*AMC*  
*4/4/13*

**EXHIBIT "B" – COMPENSATION**

**COMPENSATION**

The CONTRACTOR agrees to provide the training and certification services as cited in Exhibit A (Scope of Services) at the rates specified below:

a) Price per pupil \$ 695

**TIME AND METHOD OF PAYMENT**

All work specified in Exhibit A shall be invoiced to the DEPARTMENT. The invoices shall be itemized so that accurate records of the inspection, testing, service, and repair for each bridge may be kept. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire  
Department of Transportation  
Bureau of Bridge Maintenance  
P.O. Box 483  
Concord, N.H. 03302

Invoices shall be rendered as work is completed. Payment will be made within thirty (30) days from the date of receipt of invoice.

The exact amount cannot be determined but will be based on the actual number of persons training.

The maximum contract amount based on 15 students will be \$10,425.00

Contractor's Initials                       
Date 4/4/13

## EXHIBIT "C" SPECIAL PROVISIONS

1. No guarantees are made of any specific number of employees to be trained or any number of training sessions. The performance by the Department of any of its obligations pursuant to this RFP is subject to, and contingent upon, the availability of funding for this project. If the Department deems at any time during the proceedings that funds are not available, the Department shall notify the Bidder of such status and all obligations of the parties if any, shall end.
  2. The Department, acting on behalf of the State, reserves the right to accept or reject any or all bids or any part thereof in response to this RFP or to cancel this RFP.
  3. Failure of the Bidder to furnish information required by this RFP may disqualify the bid. The Department, acting on behalf of the State, however, reserves the right to waive any informality in bid content as the State's best interest may require.
  4. Training

This criterion will include the following items:

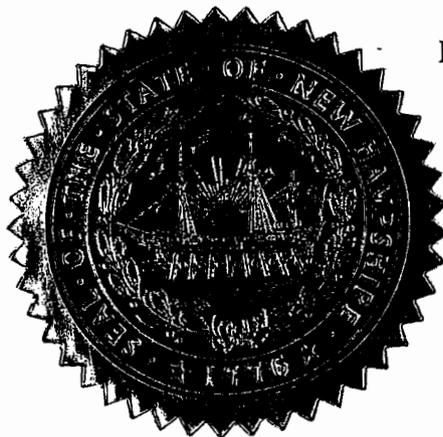
    - Provide at a minimum the necessary instruction to meet certification requirements outlined in OSHA 1926.1427 subpart (j)
    - Ability to begin providing services in the spring of 2013
    - Ability to perform classroom and hands on demonstration and coordinate exam testing and certification resulting in OSHA recognized mobile crane operator certification for the cranes supplied
    - Ability to provide training at locations throughout the state
    - Ability to develop a module to meet the requirements of OSHA and NH Department of Labor including providing a typical daily schedule of training
1. Any failure of the CONTRACTOR to meet the requirements of this contract shall constitute an event of default and provide justification for the DEPARTMENT to immediately terminate the contract.
  2. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The CONTRACTOR shall conduct their work in a manner consistent with this policy.
  3. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the CONTRACTOR'S proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

Contractor's Initials \_\_\_\_\_  
Date 4/4/13

# 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 Sturm Corporation doing business in New Hampshire as Sturm Cranes Aerial Truck Service, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 10, 2013. I further certify that all fees 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 10<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**

(Corporation with Notary Seal)

I, Jay Storm, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Storm Corporation DBA: Waves Aerial Truck Service  
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 4/3/13.  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Mobile Case Training + Certification services.

RESOLVED: That the Sales  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of 4/4/13.  
(Date Contract Signed)

4. Sean Kelly (is/are) the duly elected Sales  
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]  
(Signature of the Clerk of the Corporation)

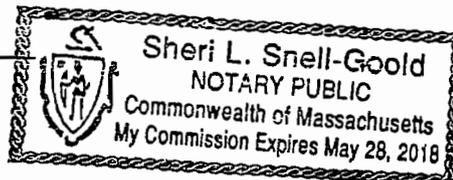
STATE OF Ma  
County of Worcester

The foregoing instrument was acknowledged before me this 11 day of April, 2013, by Jay Storm.  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

[Signature]  
Notary Public / Justice of the Peace

Commission Expires: 5/28/18



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2013

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: Paul Burrage Incorporated, 460 Totten Pond Rd, Waltham, MA 02451-1965, Philip Thorn. CONTACT NAME: Philip Thorn, PHONE: (781)890-3740, FAX: (781)890-1198. INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale, INSURER B: Safety.

COVERAGES CERTIFICATE NUMBER: NH DOT 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION.

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

CERTIFICATE HOLDER CANCELLATION

FAX: 603.271.1588 New Hampshire Department of Transportation Bridge Maintenance 7 Hazen Drive P.O. Box 483 Concord, NH 03302-0483

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 [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2013

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.

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<b>PRODUCER</b>  PAUL BURRAGE INC 460 TOTTEN POND RD  WALTHAM, MA 02451 29WMW	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  STURM CORP  57B MENDON RD BELLINGHAM, MA 02019	<b>INSURER A:</b> ACE AMERICAN INSURANCE COMPANY	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MMDDYYYY)	POLICY EXP DATE (MMDDYYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB-4674P609-12	07/10/2012	07/10/2013	X	WC STATUTORY LIMITS	OTHER
			N/A				E. L. EACH ACCIDENT	\$ 1,000,000	
							E. L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E. L. DISEASE - POLICY LIMIT	\$ 1,000,000	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE. THE INSURED'S MA WORKERS COMPENSATION POLICY AND ITS LIMITED OTHER STATES ENDORSEMENT AUTHORIZES THE PAYMENT OF BENEFITS FOR CLAIMS MADE BY THE INSURED'S MA EMPLOYEES IN STATES OTHER THAN MA. NO AUTHORIZATION IS GIVEN TO PAY CLAIMS FOR BENEFITS IN STATES OTHER THAN MA IF THE INSURED HIRES, OR HAS HIRED EMPLOYEES OUTSIDE OF MA. THIS POLICY DOES NOT PROVIDE COVERAGE FOR ANY STATE OTHER THAN MA.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NEW HAMPSHIRE DOT - BRIDGE MAINTENANCE 7 HEZEN DR PO BOX 483 CONCORD, NH 03302	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

