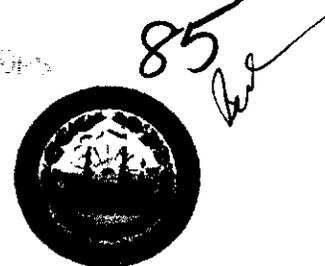




THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Turnpikes
June 3, 2015

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Naughton & Son Recycling, LLC, Bradford, NH. (Vendor Code #225484) in the amount of \$11,250.00 for Rubbish Acceptance at the Vendor's Facility delivered by Bureau of Turnpikes vehicles effective upon approval of Governor and Council approval through June 30, 2017. 100% Turnpike Funds.

Funding for this agreement is available in the fiscal year 2016 and 2017 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-961017-7027 Central Maintenance 103-500741 Contracts for Operational Services, Trash Removal	\$2,000.00	\$2,000.00
04-96-96-961017-7032 Blue Star Maintenance 103-500741 Contracts for Operational Services, Trash Removal	\$2,000.00	\$2,000.00
04-96-96-961017-7037 Spaulding Maintenance 103-500741 Contracts for Operational Services, Trash Removal	\$2,000.00	\$1,250.00

EXPLANATION

None of the towns on the Central and Eastern Turnpike will allow rubbish from the Turnpike to be deposited in their landfills. Some of the rubbish and debris generated by replacement of guardrail and demolition of buildings cannot be disposed of through the State's established rubbish removal contracts. The removal of this debris is essential in order for the Turnpike to remain clean, sanitary, safe and attractive.

The Department advertised for bids in the Manchester Union Leader on March 11, 12 and 13, 2015 and on the Bureau of Turnpikes website from March 11, 2015 through the bid opening. Invitations to bid were also sent to seven bidders who have statewide rubbish removal contracts generally surrounding the Turnpikes geographical area. Three sealed bids were received and publicly opened on April 2, 2015 (bid results attached). Naughton & Son Recycling, LLC was the low bidder to accept rubbish as required in our proposal. Their bid on our proposal was to accept rubbish at the following rates.

Commercial Rubbish	\$75.00 Per Ton
Clean Wood	\$75.00 Per Ton
Treated Wood	\$75.00 Per Ton
Construction & Demolition Debris	\$75.00 Per Ton
Oversized Bulky Waste	\$75.00 Per Ton

Statewide solid waste collection and removal service contracts are used for commercial rubbish collected at each Turnpike Facility. However, this contract will be used primarily to dispose of creosote-treated guardrail, which is classified as treated wood. Purchase and Property advised the Department to establish a separate, single-agency contract for all other waste that cannot be collected and removed under the statewide contracts.

Rubbish removal will begin subsequent to approval by the Governor and Council and end on June 30, 2017 (contract total \$11,250.00).

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the fiscal year 2016 and 2017 budget. Copies of the fully executed agreement 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,



William Cass, P.E.
Assistant Commissioner

Attachments

**Bureau of Turnpikes
Contract for Rubbish Acceptance**

**Bid Results
April 2, 2015**

**Low Bidder Awarded
Contract**

Bidder Name:	NAUGHTON & SON RECYCLING LLC	CM WHITCHER RUBBISH REMOVAL LLC	BOW RECYCLING CENTER
Location:	Bradford NH	Warren NH	Bow NH

			Price per ton
Commercial Rubbish	\$75.00	\$86.00	\$90.00
Clean Wood	\$75.00	\$86.00	\$90.00
Treated Wood	\$75.00	\$86.00	\$90.00
Construction & Demolition Debris	\$75.00	\$86.00	\$90.00
Oversized Bulky Waste	\$75.00	\$86.00	\$150.00

Calculation of Low Bid Based on Treated Wood Price			
Treated Wood Price	\$75.00	\$86.00	\$90.00
Estimated Tonnage over Contract Period	150	150	150
Total Cost of Contract	\$11,250.00	\$12,900.00	\$13,500.00



Subject:

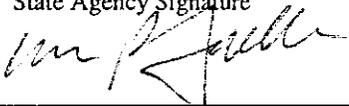
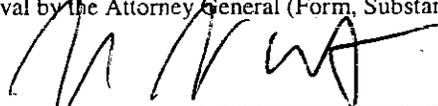
Acceptance of Rubbish - Delivered by Bureau of Turnpikes Vehicles

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Naughton & Son Recycling, LLC		1.4 Contractor Address 24 Jones Rd, PO Box 464, Bradford NH 03221	
1.5 Contractor Phone Number 603-938-2282	1.6 Account Number See Exhibit B, Paragraph 7	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$11,250.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory George M. Naughton	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/27/2015</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]  JODY L. WHELTON Notary Public - State of New Hampshire My Commission Expires August 14, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace Jody Whelton, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William P. Jacob, Director of OPS	
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: 5/18/15			
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.

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

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.

EXHIBIT A - SCOPE OF SERVICES

1. The CONTRACTOR agrees to accept and weigh rubbish, including but not limited to creosote posts and pressure treated lumber, at any of the CONTRACTOR'S facilities within a ninety (90) miles radius of Exit 11, Interstate 93, Hooksett NH. This rubbish will be delivered by DEPARTMENT vehicles and weighed on site at the CONTRACTOR'S facility.
2. Any separation required of commercial rubbish and construction and demolition debris will be the responsibility of the CONTRACTOR. The DEPARTMENT will separate clean wood, treated wood, and oversized bulky waste.
3. This contract is subject to Governor and Council approval. The contract period shall begin subsequent to Governor and Council approval, but no earlier than July 1, 2015 (as per Form P-37, Section 3). The contract period shall end on June 30, 2017.

EXHIBIT B - CONTRACT PAYMENTS

1. The cost to accept and weigh rubbish, including but not limited to creosote posts and pressure treated lumber, at the CONTRACTOR'S facility will be at the following rates:
 - Commercial Rubbish:
 - Seventy-Five Dollars (\$75.00) per ton
 - Clean Wood:
 - Seventy-Five Dollars (\$75.00) per ton
 - Treated Wood:
 - Seventy-Five Dollars (\$75.00) per ton
 - Construction & Demolition Debris:
 - Seventy-Five Dollars (\$75.00) per ton
 - Oversized Bulky Waste:
 - Seventy-Five Dollars (\$75.00) per ton
2. All prices are locked in for the duration of the contract period listed in Exhibit A, Paragraph 3.
3. The estimated tonnage is as follows:
 - Fiscal Year 2016 (7/1/2015 through 6/30/2016): Seventy-Five (75) tons
 - Fiscal Year 2017 (7/1/2016 through 6/30/2017): Seventy-Five (75) tons
4. The DEPARTMENT does not guarantee that the estimated tonnage listed above, or any minimum amount, will be delivered during each fiscal year.
5. The total contract price shall not exceed Eleven Thousand, Two Hundred Fifty Dollars and No Cents (\$11,250.00), based on the treated wood price, Paragraph 1 above.
6. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
7. The DEPARTMENT shall make payments out of the following account numbers:
 - 017-096-7027-103-500741
Central Maintenance, Contracts for Operational Service, Trash Removal
 - 017-096-7032-103-500741
Blue Star Maintenance, Contracts for Operational Service, Trash Removal
 - 017-096-7037-103-500741
Spaulding Maintenance, Contracts for Operational Service, Trash Removal

EXHIBIT C - SPECIAL PROVISIONS

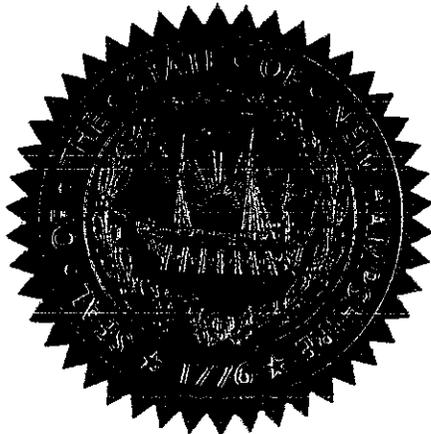
1. Termination of Contract for Convenience

The STATE reserves the right to terminate the work required of the CONTRACTOR by this contract at its convenience, and without cause, by written notice thereof provided to the CONTRACTOR. In the event of a termination of this contract for the STATE'S convenience, and without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for the full cost of its services for the work completed prior to the date of written notice of termination.

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 Naughton & Son Recycling, LLC is a New Hampshire limited liability company formed on December 31, 2008. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 22nd day of April, A.D. 2015

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

William M. Gardner
Secretary of State



Naughton & Son Recycling, LLC

P.O. Box 464
Bradford, NH 03221
(603) 938-2282 • (603) 938-2703 (FAX)
E-mail: naughtonrecycling@tds.net



CERTIFICATE OF AUTHORITY/VOTE

Naughton & Son Recycling, LLC

I, George M. Naughton, hereby certify that:
(Name of Sole Member - Print Name)

1. I am the Sole Member/Manager of the Company of Naughton & Son Recycling, LLC.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Naughton & Son Recycling, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

GMN
(Contract Signatory - Signature)

4/27/2015
(Date)

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 27 day of April, 2015, before me Jody L. Whelton,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared George M. Naughton, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Jody L. Whelton
(Notary Public / Justice of the Peace - Signature)

Commission Expires: JODY L. WHELTON
Notary Public - State of New Hampshire
My Commission Expires August 14, 2018

ACORD™

Client#: 19578

NAUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2015

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: Davis Towle Morrill & Everett, 115 Airport Road, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett, PHONE: 603 225-6611, FAX: 603-225-7935. INSURER A: Acadia Insurance Co.

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.

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 Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) George Naughton is an Excluded Officer under the Worker's Compensation The State of NH, Department of Transportation is included as an Additional Insured on the General Liability and Commercial Automobile when required by written contract.

CERTIFICATE HOLDER: State of NH - Dept of Transportation, Bureau of Turnpikes, P.O. Box 2950, Concord, NH 03302-2950. 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.

DESCRIPTIONS (Continued from Page 1)

There is a 30 days notice of cancellation clause but, for Non-Payment of Premium there is a 10 day notice in the State of NH
lasting to coverage during the policy term.

