

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

> March 27, 2014 Bureau of Traffic

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

REQUESTED ACTION

Authorize the Department of Transportation, Bureau of Traffic, to enter into a Contract with Advanced Waterjet Technologies, LLC., (Vendor #207030) Fergus Falls, MN 56537 in the amount of \$36,835.00 for providing a service to hydro-strip retro-reflective sheeting off aged signs so they may be reused at the Bureau of Traffic, effective upon Governor and Council approval through December 31, 2014. 44% Federal funds, 4.5% Intra Agency funds, 2.0% Agency Income and 49.5% Highway funds.

Funding is available as follows:

04-96-96-960515-3009 Traffic 020-500241 Highway Materials **FY 2015** \$36, 835.00

EXPLANATION

This contract is requested for the removal of retro-reflective highway sign sheeting material from the Bureau of Traffic's salvaged sheet aluminum signs. In order for the Bureau to reuse these signs, the sheeting has to be removed in its entirety. The Bureau of Traffic has been using this high pressure water jet process for the past seven (7) years. Prior to selecting the water jet process the Bureau reviewed other methods of sheeting removal including mechanical grinding and chemical removal through different vendors but have had poor results with the refurbished product.

Other states utilize this type of sheeting removal with success over the other methods and consider this the most practical and cost effective way to recycle signs. This process of recycling aluminum signs will save the Department 54% when compared to the purchase of new aluminum and is part of our Environmental Management Program System (EMS).

The contractor has agreed to provide removal of all grade of sheeting from salvage signs @ price per square foot of \$1.39 per square foot.

This 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 contract is respectfully requested.

Sincerely,

Christopher D. Clement, Sr.

Commissioner

BIDDER LIST

Invitation for Bids for Sign Blank Hydrostripping Services. Sealed bids for Aluminum Sign Blank Hydrostripping Services will be received at the N.H. Department of Transportation, Bureau of Traffic until 1:00 p.m. October 1, 2013.

One Bid Accepted:

1. Advanced Waterjet Technologies, LLC

Bid- Price per Square foot of \$1.39 sf (\$1.39 /sf)

Total Contract Price \$36,835.00

Subject:

FORM NUMBER P-37 (version 1/09)
Aluminum Sign Blank Hydrostripping

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
NHDOT Bureau of Traffic		18 Smokey Bear Blvd. Concord, NH 03302-0483				
1.3 Contractor Name	1.3 Contractor Name		ontractor Address			
Advanced Waterjet Technologies, LLC		1035 Progressive Drive, Fergus Falls, MN 56537				
1.5 Contractor Phone Number	1.6 Account Number	1.7 C	ompletion Date	1.8 Price Limitation		
(218) 736-4611	04-096-096-960515-3009-026	12,	/31/2014	\$36,835		
1.9 Contracting Officer for State	Agency	1.10 State Agency Telephone Number				
William R. Lambert, P.E., Traffic Engineer/Administrator		(603) 271-2292				
1.11 Contractor Signature		1.12	1.12 Name and Title of Contractor Signatory			
from Ducky		Tom Luckemeyer President				
proven to be the person whose natindicated in block 1.12. 1.13.1 Signature of tary Publication DANIEL	the undersigned officer, persona me is signed in block 1.11, and a	lly appear cknowled	lged that s/he executed thi			
Danielle Pec		sah	l			
1.14 State Agency Signature			Name and Title of State A	gency Signatory		
Man Flulle		William P. Jonelle, Director				
1.16 Approval by the V.H. Depa	rtment of Administration, Divisi	on of Per	sonnel (if applicable)			
By:	By:		Director, On:			
1.17 Approval by the Attornay C	General (Form, Substance and Ex	ecution) On:	4/23/14			
1.18 Approval by the Governor a	and Executive Council					
Ву:		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,

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.

and the covenants, terms and conditions of this Agreement.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date /-/3-

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 /-/3-14

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

- intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 1. Date /-/3-/4

EXHIBIT A

Advanced Waterjet Technologies, LLC (218) 736-4611

<u>INTRODUCTION:</u> The DEPARTMENT seeks to engage a contractor for the purpose of providing sign refurbishing through a process known as hydrostripping.

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

- 1. Provide sign refurbishing services through a process known as hydrostripping. This process shall remove existing sign sheeting with the use of water only. No chemicals or abrasives will be authorized for use under this contract. The stripping operation shall not damage the sign blanks or affect the integrity of the aluminum.
- 2. The CONTRACTOR shall process the DEPARTMENT'S order in a time frame that is agreed to upon pick up. If for any reason the agreed to schedule can not be meet the CONTRACTOR shall notify the DEPARTMENT in writing stating the reason why the schedule will not be meet and what the new delivery date will be.
- 3. The CONTRACTOR shall indemnify the DEPARTMENT against all loss, expense, and penalty arising from any action on account of damage to property occasioned by the operation during the contract period.
- 4. The CONTRACTOR shall furnish a Certificate of Insurance for Comprehensive General Liability for a minimum of \$250,000 per claim and two million dollars (\$2,000,000) per incident and Worker's Compensation and Employer's Liability.

SPECIAL CONDITIONS

A. Term & Extension

This agreement will be for a term beginning upon Governor and Council approval, and terminate on December 31, 2014.

B. Termination

If the Contractor fails to perform the services as required, this agreement shall without notice, become void and of no effect, with no liability on the part of NH Department of Transportation-Bureau of Traffic beyond the date on which the vendor fails to perform the required services. Either party may terminate this agreement at any time. The party requesting the termination must give the other party written notice to so terminate, at least thirty (30) days prior to the effective date of the termination. Written notice shall be by certified mail.

C. Sub-Contracting

The Contractor shall not assign, subcontract or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of NH Department of Transportation-Bureau of Traffic. The Contractor shall list below any sub-contractors they intend to use.

The Sub-Contractors rates will be the same as the contractor and if at a lower price the cost savings must be rebated to NH Department of Transportation-Bureau of Traffic. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from NH Department of Transportation Bureau of Traffic.

EXHIBIT B

- 1. The Department of Transportation Shall compensate the CONTRACTOR as follows:
 - a. The CONTRACTOR agrees to provide sign refurbishing services through a process known as hydrostripping.
 - b. The Contractor agrees to provide the services at a price per square foot of \$1.39/sf.
 - c. Work specified shall be invoiced at a fixed rate per square foot of sign face. This fixed rate will cover removal of ASTM D4956 sign sheeting types I, II, III, VIII, VIII, IX and X. The finished sign face shall be free of any sheeting and adhesive.
 - d. The fixed rate per square foot will also include shipping to and from the CONTRACTORS facility and the shipping arrangements are to be made by the CONTRACTOR.
 - e. The Department has a defined quantity in an assortment of sizes quantified in **Attachment A** attached. This quantity is an estimate and should not be considered an exact amount. Contractor will be paid for actual quantity processed at the contract unit price.
- 2. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. NH Department of Transportation-Bureau of Traffic will make payment through the normal state payment process and acceptance of NH Department of Transportation-Bureau of Traffic, which is up to 30 days following an approved invoice.
- 3. Invoices shall be sent to: State of New Hampshire
 Department of Transportation
 Bureau of Traffic
 P.O. Box 483
 Concord, NH 03302-0483

Attachement A

Rev 9/9/13	ALUMINUM SIGNS (USED) RECYCLING					
			11	ļ		
SKID#	SIZE (inches)	SIGN S/F	Hand Count (qc/qa)	Hand Count SF		
1	30 X 30	6.25	173	1081.25		
2	24 X 24	4	161	644		
3	30 X 30	6.25	278	1737.5		
4	30 X 36	7.5	152	1140		
5	30 X 24	5	293	1465		
6	24 X 24	4	174	696		
7	30 X 30	6.25	162	1012.5		
8	30 X 30	6.25	195	1218.75		
9	30 X 30	6.25	252	1575		
10	30 X 30	6.25	259	1618.75		
11	30 X 24	5	. 189	945		
12	24 X 12	2	46	92		
12	. 36 X 12	3	72	216		
.13	30 X 30	6.25	241	1506.25		
14	30 X 30	6.25	238	1487.5		
15	24 X 18	3	301	903		
16	24 X24	4	160	640		
17	30 X 24	5	148	740		
18	36 X 36	9	199	1791		
19	36 X 36	9	194	1746		
20	30" OCTOGON	5.25	123	645.75		
21	30" OCTOGON	5.25	161	845.25		
22	30 X 30	6.25	177	1106.25		
23	12 X 24	. 2	129	258		
			Approximate			
			Total	25,110.75 sq	ft	
			5% Rounding	26,366.29 sqt	ft	
				26,500.00 sc	ıft.	

EXHIBIT C

CERTIFICATE OF INSURANCE

For the purpose of this Agreement with Advanced Waterjet Technologies, LLC., the Certificate of Insurance is herewith provided and is acceptable for these services.

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 Advanced Waterjet Technologies, LLC, a(n) Minnesota limited liability company registered to do business in New Hampshire on October 19, 2009. 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.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April, A.D. 2014

William M. Gardner Secretary of State

Certificate of Vote

I, Tom Luckemeyer, Hereby certify that I am duly elected Secretary of Advanced Waterjet Technologies, LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 13, 2014, at which a quorum of the Board was present and voting.

VOTED: That Tom Luckemeyer is duly authorized to enter into a specific contract namely with the State of New Hampshire, Department of Transportation, and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of, January 13, 2014, and that Tom Luckemeyer is duly elected President and Secretary of this corporation.

DATED: January 13, 2014

State Of: Minnesota County of: Otter Tail

On this 13th day of January 2014 before me, the undersigned Notary Public, personally appeared Tom Luckemeyer, who acknowledged himself that he, 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 and Secretary.

In witness whereof I hereunto set my hand and official seal



SENTRY INSURANCE A MUTUAL COMPANY STEVENS POINT, WISCONSIN (A PARTICIPATING MUTUAL COMPANY) A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 25-55798

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

Name and Address of the Insured

NHDOT BUREAU OF TRAFFIC PO BOX 483 CONCORD, NH 03302

ADVANCED WATERJET TECHNOLOGIES LLC 1035 PROGRESS DR FERGUS FALLS, MN 56537

This certificate is issued on 12-26-2013 and is effective until 12-26-2014. It certifies that policies of insurance listed below have been issued to the insured named above. 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 and conditions of such policies. Limits shown may have been reduced by paid claims.

Coverage Provided	Policy Numb	er Coverag	e Limi	ts
General Liability Bodily Injury and Property Damage Combined		General Aggregate Products Aggregate Pers/Adv Injury Each Occurrence Premises Damage Medical Expense	*******	3,000,000 2,000,000 1,000,000 1,000,000 500,000 15,000
Automobile Liability	25-55798-01	Each Accident	\$	1,000,000
Includes: Bodily Injury and Property -Non Owned Autos				
Excess/Umbrella	25-55798-01	Each Occurrence General Aggregate Products Aggregate	\$ \$ \$	1,000,000 1,000,000 1,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SC)

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31-082207

LDI COI 269628-1 02 11



PATRIOT GENERAL STEVENS POINT, WISCONSIN (A PARTICIPATING STOCK COMPANY) A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 25-55798

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

Name and Address of the Insured

NHDOT BUREAU OF TRAFFIC PO BOX 483 CONCORD, NH 03302

ADVANCED WATERJET TECHNOLOGIES

LLC 1035 PROGRESS DR

FERGUS FALLS, MN 56537

This certificate is issued on 12-26-2013 and is effective until 12-26-2014. It certifies that policies of insurance listed below have been issued to the insured named above. 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 paid claims.

Coverage Provided

Policy Number

Coverage Limits

Workers' Compensation and Employer's

25-55798-02 Statutory

500,000 Each Accident Each Disease/Employee 500,000 Each Disease/Policy

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SC)

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(0001)

31-082207

LDI COI 269628-1 02 11

SENTRY INSURANCE A MUTUAL COMPANY STEVENS POINT, WISCONSIN (A PARTICIPATING MUTUAL COMPANY) A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

POLICY NUMBER 25-55798-01

Notice of Coverage

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of the Loss Payee

STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF TRAFFIC PO BOX 483 CONCORD, NH 03302 Name and Address of the Named Insured

ADVANCED WATERJET TECHNOLOGIES LLC 1035 PROGRESS DR FERGUS, MN 56537

The Loss Payable clause attached to this Certificate applies to the property described below.

PREMISES

1035 PROGRESS DR FERGUS, MN 56537

PROPERTY COVERED	LIMIT OF INSURANCE	DEDUC- TIBLE
YOUR BUSINESS PERSONAL PROPERTY	\$522,000	\$1,000

The Covered Causes of Loss under this policy are: Fire, Windstorm and Hail, Vandalism, Theft and other causes of loss not excluded.

This certificate is effective at 12:01 AM on 12-26-13 and will remain in effect until 12:01 AM on 12-26-14 unless it is cancelled before then.

This certificate of insurance is not an insurance policy, and does not change the coverage provided by the policy identified in this certificate. The insurance provided by the policy is subject to all the terms, exclusions and conditions of the policy regardless of any other contract or other document to which this certificate may pertain.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.