

4/20/23



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



36

William Cass, P.E.  
Commissioner

David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord N.H. 03301

Bureau of Mechanical Services  
August 21, 2023

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Hews Company, LLC (Vendor 174040), Bow NH, on the basis of a single bid offer of \$195,000 for providing Crane Truck inspection, repair, scheduled service and unanticipated emergency repairs and associated parts, effective upon Governor and Council approval through June 30, 2026. 5.8% Other Funds and 94.2% Highway Funds.

Funding is available in State Fiscal Year 2024 and FY 2025 and is contingent upon the availability and continued appropriation of funds for FY 2026 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-96-96-960515-3005	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Mechanical Services			
024-500225 Contract Repairs; Machine-Equip	\$65,000	\$65,000	\$65,000

**EXPLANATION**

The service contract is necessary to perform inspections, repairs, and service to the Department's crane trucks. The Department of Transportation, Bureau of Mechanical Services currently owns fourteen (14) crane truck vehicles that are used for lifting and setting of signs, signal & lighting work, tree, and bridge work as well as various other functions. The truck cranes require yearly safety inspections, repair, and maintenance. Once the inspection is completed, the Bureau is provided an explanation of repairs and maintenance needed, and the associated costs.

Invitations for bids were solicited on the Department of Administrative Services, Bureau of Purchase and Property website from May 8, 2023 through May 23, 2023. The bid opening date was May 23, 2023; one (1) offer was received. The award was made to Hews Company, LLC based on low bid offer. The contract amount of \$195,000 includes the inspection fee and labor and parts estimated. We believe that \$195,000 is reasonable based on previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

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 Service's Office, and subsequent to

Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "William Cass". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

William J. Cass, P.E.  
Commissioner

Attachments

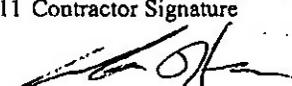
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 33 Smokey Bear Blvd Concord, NH 03301	
1.3 Contractor Name Hews Company, LLC		1.4 Contractor Address 4 Ryan Road Bow, NH 03304	
1.5 Contractor Phone Number 603-226-3252	1.6 Account Unit and Class 024 / 500225 04-96-96-460515-3005	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$195,000.00
1.9 Contracting Officer for State Agency Tara Merrifield		1.10 State Agency Telephone Number 603-271-3721	
1.11 Contractor Signature  Date: 7/5/2023		1.12 Name and Title of Contractor Signatory Andrew Hews, VP of Operations	
1.13 State Agency Signature  Date: 9/8/23		1.14 Name and Title of State Agency Signatory Michael J Sarvetas Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By:		On: 9/13/2023	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal-executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**EXHIBIT A:**  
**SPECIAL PROVISIONS**

There are no special provisions for this contract.

Contractor's Initials:   AH  

Date:   7-5-23

**EXHIBIT B**  
**TRUCK CRANE INSPECTION – REPAIRS-SCHEDULED SERVICE - SCOPE OF SERVICES**

**PERFORMING SERVICES:**

The Contractor will perform all services according to the requirements and specifications of this bid.

**CONTRACTOR QUALIFICATIONS:**

Only OSHA & ANSI qualified and competent individuals shall inspect/operate truck cranes

**ANNUAL INSPECTION – COMPLIANCE STANDARDS**

Annual inspections of the Truck Cranes shall be in accordance with

- OSHA 1926.550, 1910.180, PCS#2. ANSI 830.5 (1968) or most recent revision
- ANSI/ASME B30.5 (Latest), ASME B30.10 (Latest) or most recent revision

**TIME FRAME DEFINITIONS:**

- FY 2024 - Year 1 = (7/1/2023 - 6/30/2024)
- FY 2025 - Year 2 = (7/1/2024 - 6/30/2025)
- FY 2026 - Year 3 = (7/1/2025 - 6/30/2026)

**ANNUAL INSPECTION PROCESS & REQUIREMENTS**

Contractor shall provide the following under the annual ANSI / OSHA inspection segment:

**In each year of the 3-year contract, cost to be included in flat rate offer**

- Perform Annual ANSI / OSHA safety inspection for issuance of certificate
- Perform Manufacturers recommended inspection for optimum utilization and safety
- Replacement of all hydraulic filter(s), quantity /type to be determined by make/model specified in Exhibit C
  - Note: cost of filter(s) can be passed through at the same price charged by the Contractor's supplier.
- Grease / lubricate all fittings.
- Perform a static load test

**ANNUAL INSPECTION LOCATION**

The annual inspection flat rate offered should be calculated based on the crane inspection being **done on the Contractors premises**. NH DOT shall be responsible for the delivery and pick up of the cranes to and from the contractor's premises for the purpose of the annual inspections.

**ANNUAL SAFETY INSPECTION BY APPOINTMENT**

The annual safety inspection shall take place according to Exhibit B scope of services. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the successful Contractor and Crane contact person. It is anticipated that the annual inspections shall occur prior to the expiration of the current ANSI inspection sunset date. The exception to the stated schedule would be if a truck crane needed repairs to pass annual inspection. The additional time needed would be allowed to complete the approved repairs. The Contractor and crane contact person shall schedule the inspection at a time acceptable to both parties.

**ANNUAL SAFETY INSPECTION – EVALUATION OF UNIT**

If the truck crane should not pass the annual safety inspection, the Contractor shall document such to the truck crane contact person. The crane portion of the vehicle shall not be utilized until the necessary repairs are made and passing a second inspection is achieved. The truck portion of the vehicle may be used for transportation purposes.

**ANNUAL SAFETY INSPECTION – REQUIRED REPAIRS / STATUS / COMMUNICATION / TIME**

Once the annual ANSI / OSHA safety inspection is done and repairs are required, the Bureau of Mechanical Services will be provided a "repair estimate" to include the associated cost for parts and labor to perform the aforementioned work. A

Contractor Initials: AH

Date: 7-5-23

copy of the ANSI / OSHA inspection report along with a copy of the repair estimate shall be emailed to mechanical services for review / records. The Contractor shall have up to **(7) seven business days** to submit the specified information from the date of inspection completion. The information shall be emailed to: Bureau38@dot.state.nh.us , attention Nathan Harrison & James Lamora

**REPAIR ESTIMATE COMPONENTS:**

Supplied repair estimates shall have the following documentation, at a minimum:

- Customer name & address.
- Mechanical Services Contact person, telephone, fax and email
- Date of inspection, make, model and serial of unit inspected and State vehicle number (“H” number)
- Each job repair on the estimate is broken out to include parts and labor for each job and a priority code as stated below. Service Code:
  - Damaged - Required to pass ANSI inspection - Imminent Safety - “D”
  - Normal wear - Factory Recommended service “R”
  - Good condition – “”
  - Not Applicable – “N/A”
  - Lack of maintenance – “L”
- Service Code symbols may vary with successful Contractor’s standard inspection form.

**Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Any work done or parts purchased without the written consent of the Bureau of Mechanical Services is prohibited and shall not be paid for.**

**REPAIR ESTIMATE APPROVAL PROCESS, LOCATION**

- Upon review and approval of the submitted repair estimate by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials. Once the parts arrive, the Contractor shall contact the truck crane contact person to schedule the repair work.
- In the event that unforeseen additional work is found during repairs and service work, the Contractor shall contact the Bureau of Mechanical Services prior to any additional spending and supply a repair estimate for the cost for the additional work. Upon review and approval of the submitted repair estimate, by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials to do the approved repairs.

**REPAIR TIME:**

- General - The Successful Contractor shall be required to accomplish the intended service within the quoted time communicated on the submitted repair estimate. The number of hours or days the unit would be out of service at the crane location for safety inspection compliance repairs or Factory recommended service would be communicated on the repair estimate and communicated verbally to the crane contact person when scheduling the repair.
- All repair work shall be performed at Contractors repair location unless alternative arrangements are made at the time of the requested repair.

**REPAIR PROCESS**

- Upon completion of the inspection, required repairs and scheduled maintenance, the Contractor shall ensure all system error codes have been cleared and then notify the crane contact person and the Bureau of Mechanical Services.
- The Contractor shall provide an itemized invoice comprised of all parts / supplies stated in the repair estimate plus actual cost, (cost billed to the state) to complete authorized repairs. There may be times when the ‘actual labor cost is less than the estimated labor cost.

Contractor Initials: AH

Date: 7-5-23

- In the remote event that a truck crane requires transportation to the Contractor's place of business for repair, NH – DOT shall provide Transportation of the unit. DOT may elect to have the Contractor transport the truck crane if they agree to the transportation price quoted by the Contractor prior to movement of the crane.

**REPAIR – POST INSPECTION**

After completion of all authorized work, a complete invoice shall be finalized and prepared for billing.

**WARRANTY REQUIREMENTS:**

Successful Contractor shall be required to warranty all of the parts or components repaired or installed for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**WORK HOURS**

Contractor will observe official State holidays. All hours the Contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

Contractor Initials: AA

Date: 7-5-23

**EXHIBIT C**  
**TRUCK CRANE INSPECTION -REPAIRS-SCHEDULED SERVICE - PAYMENT TERMS**

**REPAIR PARTS - PRICING, QUALITY & MARK UP**

- Parts or materials, excluding filters, required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection flat rate charge offered by the Contractor for this service as identified in exhibit B.
- Filters required and utilized in the "annual inspection" segment of the contract shall be charged to the Agency Remit Account at the same price charged by the Contractor's supplier. A copy of the Contractor's invoice(s) from the Contractor's supplier for purchased filters shall be submitted with the Contractor's invoice for payment.
- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder not to exceed 25%. A copy of the Contractors invoice(s) from the Contractors supplier for purchased parts and materials shall be submitted with the Contractors invoice for payment.
- Parts and materials that are undefined or unanticipated and not stated in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder of not to exceed 25% plus a written explanation as to the need for the added parts and /or materials. A copy of the Contractors invoice(s) from their parts supplier for such parts and materials shall be submitted with the Contractors invoice for payment.
- Freight cost for expedited freight (previously quoted and approved by NH DOT - Mechanical Services) shall be billed at the same price the shipping Contractor charged the Contractor with no additional markup cost.
- Unless otherwise specified and authorized at time of repair estimate approval, all parts & components offered by the Contractor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.
- The state reserves the right to request verification of any transaction prior to payment.

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the following information:

- License plate number of the vehicle ["H" number]
- Purchase order number encumbered for the contract
- Part quantity
- Part description
- Part number
- Date of service
- Contract labor rate
- Total labor hours and
- Total due.

Invoices shall include copies of "part" support documentation as specified above

**INVOICING - STATUS / COMMUNICATION / TIME**

Once all work is complete and the Truck Crane is accepted back to the State, a copy of the final invoice shall be emailed to Mechanical Services for review. At the address below. The Contractor shall have up to fifteen (15) business days to submit the specified invoice from the date of final work completion to the Bureau of Mechanical Services at the following Email: [Bureau38@dot.state.nh.us](mailto:Bureau38@dot.state.nh.us) attention James Lamora, Tel # 603-271-3721.

Contractor Initials: AH

Date: 7-5-23

**ROAD SERVICE – RATES AND CHARGES – SUPPLIED BY BIDDER**

In the case of equipment failure or breakdown, Contractor shall indicate road service rates, to be determined by bidder:

**\$ 3.00 / Mile**

**\$140.00 / Hour**

- These rates are fixed for the term of the contract but not considered in the bid evaluation.
- In the case where the equipment failure or breakdown is found to be from labor or parts provided by the Contractor and is under Contractor's warranty, no road services charges shall be charged.

**NOTE: The state reserves the right to add or remove Truck Cranes to be inspected, repaired, or serviced from the list indicated in Exhibit C, due to the possibility of units being added or removed from service during the contract period**

Contractor Initials:   AH  

Date:   7-5-23

**EXHIBIT C - OFFER SECTION AND PAYMENT TERMS CONTINUED**

**INVENTORY, INSPECTION COSTS AND HOURLY RATES**

offer hereby offers to furnish Truck Crane Inspections, repairs and scheduled Service to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the contract.

**RED UNITS BEING REPLACED DURING CONTRACT PERIOD & MAY BE UNDER OEM WARRANTY FOR PART OF CONTRACT PERIOD**

MAKE	MODEL	# OF UNITS	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAB	X-HIPRO 258-5	4	2021	2580049	H405	Bridge Maint Dept, Spee Crew #2, Brian S. Beaudry Tel # 396-8081
HIAB	X-HIPRO 258-5	4	2021	2580071	H402	Bridge Maint Dept, Spee Crew #2, Brian S. Beaudry Tel # 396-8081
HIAB	X-HIPRO 258-5	4	2021	2580172	H404	Bridge Maint Dept, Spee Crew #2, Brian S. Beaudry Tel # 396-8081
HIAB	X-HIPRO 258-5	4	2021	2580173	H403	Bridge Maint Dept, Spee Crew #2, Brian S. Beaudry Tel # 396-8081

TOTAL UNITS - 4

**Annual Safety Inspection (Flat Rate Charge)**

\$740.00	+	\$222.70	X	4	=	\$3,850.80
FY2024 Inspection cost / EA.		Filter Cost (current)				FY2024 Total
\$785.00	+	\$222.70	X	4	=	\$3,950.80
FY2025 Inspection cost / EA.		Filter Cost (current)				FY2025 Total
\$800.00	+	\$222.70	X	4	=	\$4,090.80
FY2026 Inspection cost / EA.		Filter Cost (current)				FY2026 Total

**Labor Per Hour For Repairs And Scheduled (\* hours are estimated for bid basis only, actual hours will be invoiced)**

\$135.00	X	40	HRS	=	\$5,400.00
FY2024 Labor Cost / Hr.					FY2024 Total
\$140.00	X	40	HRS	=	\$5,600.00
FY2025 Labor Cost / Hr.					FY2025 Total
\$145.00	X	40	HRS	=	\$5,800.00
FY2026 Labor Cost / Hr.					FY2026 Total

**3 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL**

**\$28,692.40**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HIAB	X-224E	1	2006	2241201	H609	Bridge Maint Dept, Spee Crew #1, Justin O'Neil TEL # 396-4218

TOTAL UNITS - 1

**Annual Safety Inspection (Flat Rate Charge)**

\$740.00	+	\$265.55	X	1	=	\$1,005.55
FY2024 Inspection cost / EA.		Filter Cost (current)				FY2024 Total
\$785.00	+	\$265.55	X	1	=	\$1,020.55
FY2025 Inspection cost / EA.		Filter Cost (current)				FY2025 Total
\$800.00	+	\$265.55	X	1	=	\$1,065.55
FY2026 Inspection cost / EA.		Filter Cost (current)				FY2026 Total

**Labor Per Hour For Repairs And Scheduled (\* hours are estimated for bid basis only, actual hours will be invoiced)**

\$135.00	X	60	HRS	=	\$8,100.00
FY2024 Labor Cost / Hr.					FY2024 Total
\$140.00	X	60	HRS	=	\$8,400.00
FY2025 Labor Cost / Hr.					FY2025 Total
\$145.00	X	60	HRS	=	\$8,700.00
FY2026 Labor Cost / Hr.					FY2026 Total

**3 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL**

**\$28,301.65**

Contractor Initials: **AH**  
Date: **7-5-23**

**EXHIBIT C - OFFER SECTION AND PAYMENT TERMS CONTINUED.**

**INVENTORY, INSPECTION COSTS AND HOURLY RATES**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
National	556A	1	2017	121092	11400	Traffic Signal Crew / Christopher Baker TEL # 221-3657

TOTAL UNITS - 1

**Annual Safety Inspection (Flat Rate Charge)**

\$740.00	+	\$25.00	X	1	=	\$765.00
FY2024 Inspection cost / EA.		Filter Cost (current)				FY2024 Total
\$765.00	+	\$25.00	X	1	=	\$790.00
FY2025 Inspection cost / EA.		Filter Cost (current)				FY2025 Total
\$800.00	+	\$25.00	X	1	=	\$825.00
FY2026 Inspection cost / EA.		Filter Cost (current)				FY2026 Total

**Labor Per Hour For Repairs And Scheduled (\* hours are estimated for bid basis only, actual hours will be invoiced)**

\$135.00	X	5	HRS	=	\$675.00
FY2024 Labor Cost / Hr.					FY2024 Total
\$140.00	X	5	HRS	=	\$700.00
FY2025 Labor Cost / Hr.					FY2025 Total
\$145.00	X	5	HRS	=	\$725.00
FY2026 Labor Cost / Hr.					FY2026 Total

**3 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL**

**\$4,480.00**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HAAB	224EP-2 HI-PRO	1	2017	7241306	11400	Bridge Maint/Ernie Crew #13 Christopher Baker TEL # 419-0483

TOTAL UNITS - 1

**Annual Safety Inspection (Flat Rate Charge)**

\$740.00	+	\$282.69	X	1	=	\$1,022.69
FY2024 Inspection cost / EA.		Filter Cost (current)				FY2024 Total
\$765.00	+	\$282.69	X	1	=	\$1,047.69
FY2025 Inspection cost / EA.		Filter Cost (current)				FY2025 Total
\$800.00	+	\$282.69	X	1	=	\$1,082.69
FY2026 Inspection cost / EA.		Filter Cost (current)				FY2026 Total

**Labor Per Hour For Repairs And Scheduled (\* hours are estimated for bid basis only, actual hours will be invoiced)**

\$135.00	X	5	HRS	=	\$675.00
FY2024 Labor Cost / Hr.					FY2024 Total
\$140.00	X	5	HRS	=	\$700.00
FY2025 Labor Cost / Hr.					FY2025 Total
\$145.00	X	5	HRS	=	\$725.00
FY2026 Labor Cost / Hr.					FY2026 Total

**3 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL**

**\$5,253.07**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HAAB	X-HIDU0258	1	2022	2586150	H1680	Bridge Maint/Lucas Crew #11 Donald Hamilton TEL # 419-0524
HAAB	X-HIDA0258	1	2022	2586149	H1681	Bridge Maint/Bert Crew #14 Russell Burt TEL # 660-0662
HAAB	X-HIDU0258	1	2022	2586151	H1684	Bridge Maint/Ernie Crew #11 Justin O'Neill TEL # 396-4216

TOTAL UNITS - 3

**Annual Safety Inspection (Flat Rate Charge)**

\$740.00	+	\$222.70	X	3	=	\$2,888.10
FY2024 Inspection cost / EA.		Filter Cost (current)				FY2024 Total
\$765.00	+	\$222.70	X	3	=	\$2,983.10
FY2025 Inspection cost / EA.		Filter Cost (current)				FY2025 Total
\$800.00	+	\$222.70	X	3	=	\$3,068.10
FY2026 Inspection cost / EA.		Filter Cost (current)				FY2026 Total

**Labor Per Hour For Repairs And Scheduled (\* hours are estimated for bid basis only, actual hours will be invoiced)**

\$135.00	X	5	HRS	=	\$675.00
FY2024 Labor Cost / Hr.					FY2024 Total
\$140.00	X	5	HRS	=	\$700.00
FY2025 Labor Cost / Hr.					FY2025 Total
\$145.00	X	5	HRS	=	\$725.00
FY2026 Labor Cost / Hr.					FY2026 Total

**3 YEAR SUBSECTION TOTAL INCLUDING LABOR & INSPECTION TOTAL**

**\$11,019.30**

Contractor Initials: **AA**

Date: **7-5-23**

**EXHIBIT C - OFFER SECTION AND PAYMENT TERMS CONTINUED**

**INVENTORY, INSPECTION COSTS AND HOURLY RATES**

Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
ALFINGER	FY2007-EHE	1	2007	100493923	H000	Boyer Maint. Newfield, Crew #6, Michael Ramsey, TEL # 398-4215
PALFINGER	PK2002-EHE	1	2002	100492624	H1B13	Boyer Maint. Twin Mt., Crew #2, Joseph Bolduc, TEL # 418-9506
<b>TOTAL UNITS - 2</b>						
<b>Annual Safety Inspection (Flat Rate Charge)</b>						
\$740.00		+	\$133.57	X	2	= \$1,747.14
FY2024 Inspection cost / EA.			Filter Cost (current)			FY2024 Total
\$765.00		+	\$133.57	X	2	= \$1,797.14
FY2025 Inspection cost / EA.			Filter Cost (current)			FY2025 Total
\$800.00		+	\$133.57	X	2	= \$1,867.14
FY2026 Inspection cost / EA.			Filter Cost (current)			FY2026 Total
<b>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</b>						
\$135.00		X	5	HRS	=	\$675.00
FY2024 Labor Cost / Hr.						FY2024 Total
\$140.00		X	5	HRS	=	\$700.00
FY2025 Labor Cost / Hr.						FY2025 Total
\$145.00		X	5	HRS	=	\$725.00
FY2026 Labor Cost / Hr.						FY2026 Total
<b>3 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>						<b>\$7,511.42</b>
Make	Model	# of Units	YEAR MFG.	Serial Number	TRUCK "H" #	Garage Location and Contact
HAB	X-HPRO 262 EP-6 W/SL	1	2018	B2262HP00196	H 1B33	Boyer Maint. Alford, Crew #7, Ross Ramsey, TEL # 419-0481
HAB	X-HPRO 262 EP-6	1	2018	B2262HP00043	H 1B33	Boyer Maint. Alford, Crew #5, Charles Jorgensen, TEL # 848-0634
<b>TOTAL UNITS - 2</b>						
<b>Annual Safety Inspection (Flat Rate Charge)</b>						
\$740.00		+	\$308.40	X	2	= \$2,096.80
FY2024 Inspection cost / EA.			Filter Cost (current)			FY2024 Total
\$765.00		+	\$308.40	X	2	= \$2,148.80
FY2025 Inspection cost / EA.			Filter Cost (current)			FY2025 Total
\$800.00		+	\$308.40	X	2	= \$2,216.80
FY2026 Inspection cost / EA.			Filter Cost (current)			FY2026 Total
<b>Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)</b>						
\$135.00		X	8	HRS	=	\$1,080.00
FY2024 Labor Cost / Hr.						FY2024 Total
\$140.00		X	8	HRS	=	\$1,120.00
FY2025 Labor Cost / Hr.						FY2025 Total
\$145.00		X	8	HRS	=	\$1,160.00
FY2026 Labor Cost / Hr.						FY2026 Total
<b>3 YEAR SUBSECTION TOTAL INCLUDING LABOR &amp; INSPECTION TOTAL</b>						<b>\$3,826.40</b>
<b>3 YEAR CONTRACT TOTAL OF ALL SECTIONS ABOVE</b>						<b>\$95,078.24</b>

Contractor Initials: AH  
Date: 7-5-23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEWS COMPANY, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on May 03, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 375118

Certificate Number: 0006265303



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Robert E. Hews, hereby certify that I am duly elected President of  
(Name)

Hews Company, LLC. I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July  
(Month)

5, 2023 at which a quorum of the Directors/shareholders were present and voting.  
(Day) (Year)

Andrew Hews, VP of Operations  
James Hews, COO,

VOTED: That Robert Hews, President (may list more than one person) is duly authorized to  
(Name and Title)

enter into contracts or agreements on behalf of Hews Company, LLC with  
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her 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 the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: July 5, 2023

ATTEST:   
Robert Hews, President  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/2023

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Judy Cardimino	
Cross Insurance		<b>PHONE (A/C, No, Ext):</b> (207) 404-5305	<b>FAX (A/C, No):</b> (207) 942-4678
491 Main Street		<b>E-MAIL ADDRESS:</b> judith.cardimino@crossagency.com	
P.O. Box 1388			
Bangor ME 04401		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Indemnity Co	<b>NAC #</b> 25658
		<b>INSURER B:</b> The Phoenix Ins Co	25623
		<b>INSURER C:</b> Travelers Prop. Cas. Co. of America	25674
		<b>INSURER D:</b> Maine Employers Mutual Ins Co	11149
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL2292610544 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Y-630-0F66486A-TIA-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/POP AGG \$ 2,000,000
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA-6N771956-22-14-G	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-7J809564-22-14	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEQ <input type="checkbox"/> RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800888	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The Certificate Holder is named as Additional Insured subject to the terms and conditions of the policies listed above, including, but not limited to, any endorsements thereto.

### CERTIFICATE HOLDER

### CANCELLATION

New Hampshire DOT  
33 Smoky Bear Blvd  
  
Concord NH 03301

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  
*Judith Cardimino*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2023

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401	<b>CONTACT NAME:</b> Jaime Ward <b>PHONE (A/C, No, Ext):</b> (207) 947-7345 <b>E-MAIL ADDRESS:</b> jaime.ward@crossagency.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co <b>INSURER B:</b> The Phoenix Ins Co <b>INSURER C:</b> Travelers Prop. Cas. Co. of America <b>INSURER D:</b> Maine Employers Mutual Ins Co <b>INSURER E:</b> <b>INSURER F:</b>

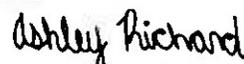
**COVERAGES**      **CERTIFICATE NUMBER:** CL2392548043      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y-630-0F66488A-TIA-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N771956-23-14-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CUP-7J609584-23-14	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5101800888	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The Certificate Holder is named as Additional Insured subject to the terms and conditions of the policies listed above, including, but not limited to, any endorsements thereto.

<b>CERTIFICATE HOLDER</b>  New Hampshire DOT 33 Smoky Bear Blvd  Concord NH 03301	<b>CANCELLATION</b>  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  

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