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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 31, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Division of Plant and Property, to enter into a **sole source, retroactive** contract with Busby Construction Co. Inc. (VC#155275), Atkinson, New Hampshire, in the amount of \$5,890 for installation of aggregate for roadways at Industrial Drive, Concord, NH effective upon Governor and Council approval for the period of November 26, 2024 through December 31, 2024. **100% Transfer from Other Agencies.**

Funding is available in account MAIN BUILDING as follows:

	<u>FY 2025</u>
01-14-14-141510-16320000-048- 500226 – Contractual Maint. Building – Grounds	\$5,890

EXPLANATION

This request is for a **Sole-Source** and **Retroactive** contract with Busby Construction as they were already engaged in the capital project work for Twitchell Road Reconstruction, approved by Governor and Council on August 30, Item #191. This was located adjacent to Industrial Drive and utilizing them for the installation of aggregate at Industrial Drive avoided the cost of mobilizing a second vendor to complete the work. Due to this prior contract with Busby Construction for the capital project, any subsequent contracts with Busby Construction would require Governor and Council approval. The Division of Plant and Property obtained contract documentation before the work commenced, however, did not submit for Governor and Council approval as Plant and Property was unaware approval was needed given this single repair was under the \$10,000 threshold.

In accordance with RSA 21-I:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to “provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law.” The Division of Plant and Property Management maintains 95 state owned buildings located throughout the state.

This work was necessary to stabilize Industrial Drive, located at the Main Building, 105 Pleasant Street, Concord, New Hampshire, for the winter by placing four (4) inches of pavement millings, grade and compact along the gravel portions of Industrial Drive; placing silt sock along the edge of the roadway to direct water away from the retaining wall and towards the closed drainage system, and removing millings prior to paving planned for the spring.

We respectfully request your approval of this sole source, retroactive contract.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ch Arlinghaus".

Charles M. Arlinghaus,
Commissioner

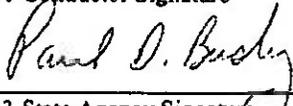
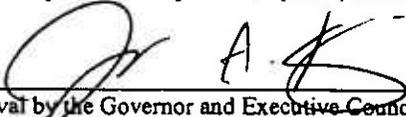
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Busby Construction Co. Inc.		1.4 Contractor Address 71 RTE 111 Atkinson NH 03811	
1.5 Contractor Phone Number 603-898-4800	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2024	1.8 Price Limitation \$5890.00
1.9 Contracting Officer for State Agency Lyn Tripp		1.10 State Agency Telephone Number 603-271-7814	
1.11 Contractor Signature  Date: 11/26/24		1.12 Name and Title of Contractor Signatory Click or tap here to enter text.	
1.13 State Agency Signature  Date: 12-2-24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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: 4/9/25			
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

1. No Special Provisions.

Contractor Initials P.A.B.
Date 11/26/24

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Installation Services " of 4 inches of pavement millings to stabilize Industrial Drive for winter and a silt sock to divert water located at Main Building 105 Pleasant St Concord NH 03301
2. The term of this contract shall be from November 22,2024 through December 31, 2024. .
3. The term "Installation Services ", as used above shall include the delivery, installation and smoothing of the pavement millings and silk sock to divert water to catch basins.
4. The Contractor shall deploy a technician(s) to the facility to deliver, spread, flatten and smooth the pavement millings. In addition the installation of the silt sock to divert water to the catch basin. : The contractor shall complete the installation between October 15,2024 through December 1,2024.
5. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.
6. All work shall be completed from 7:00 AM to 4:30 PM unless prior arrangements are made in advance with the State Project Manager.
7. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
8. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
9. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
10. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures and to coordinate all portions of the work.
11. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore.
12. The Contractor shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.
13. Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give

permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done differed from what was estimated or expected, or account of the weather, elements, or other causes.

14. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

15. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

16. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

17. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.

18. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

19. All Contractor correspondence and submittals shall be sent to:

Lyn Tripp
State of New Hampshire
Department of Administrative Services
107 Pleasant St
Concord, NH 03301

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Installation Servies " of 4 inches of pavement millings to stabilize Industrial Drive for winter and a silt sock to divert water located at Main Building 105 Pleasant St Concord NH 03301, not to exceed \$5,890.00. (herein after referred to as the contract price) in return for the services described in Exhibit "B".
 2. Invoices shall be submitted after completion of work. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
 3. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the State.
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BUSBY CONSTRUCTION CO., INC

71 Route 111
ATKINSON, NH 03811
(603) 898-4800
FAX (603) 898-4808

December 2, 2024

State of New Hampshire
Department of Administrative Services
107 Pleasant Street
Concord NH 03301

Attn: Lyn Tripp

Re: Industrial Dive Winter Stabilization

Dear Lyn,

Busby Construction is pleased to provide the following price and scope of work to stabilize Industrial Drive for the winter located at the Main Building 105 Pleasant Street Concord New Hampshire.

Scope of Work:

1. Place 4-inches of pavement millings, grade and compact along the gravel portions of Industrial Drive (approximately 280-lf).
2. Place silt sock along the edge for the roadway to direct water away from the retaining wall towards the closed drainage system.
3. Remove millings prior to paving in the spring.

Our lump sum price for the work outlined above is **\$ 5,890.00** and a breakdown of the costs include:

Labor:	\$2,913.84
Equipment:	\$716.16
Materials:	\$2,260.00

Please let me know if you have any questions or comments.

Sincerely,

Christopher P. Bowler, P.E.
Project Manager

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 BUSBY CONSTRUCTION CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 02, 1979. 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: 5783

Certificate Number: 0007129856



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of March A.D. 2025.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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).

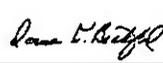
PRODUCER THE ROWLEY AGENCY 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Donna Bickford
	PHONE (AC, No. Ext): (603) 224-2562 FAX (AC, No): (603) 224-8012 EMAIL ADDRESS: dbickford@rowleyagency.com
INSURED Busby Construction Co., Inc. 71 Route 111 Atkinson NH 03811	INSURER(S) AFFORDING COVERAGE
	INSURER A: Firemen's Ins Co of Wash. DC NAIC # 21784
	INSURER B: Acadia Insurance Company 31325
	INSURER C: Charter Oak Fire Ins Co 25615
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2024-25 All Lines 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 INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA150089434	6/7/2024	6/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA150089535	6/7/2024	6/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA150089635	6/7/2024	6/7/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PRODUCTS/COMPOP/AGGR \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WPA150089736 3A STATES: NH MA ME NO EXCLUDED OFFICERS	6/7/2024	6/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	LEASED/RENTED EQUIPMENT-ACV			QT6602H52036C0F24	6/7/2024	6/7/2025	LIMIT: \$1,200,000 DEDUCTIBLE: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Twitchell Road/105 Pleasant St., Concord, NH (#81329RB- Twitchell Rd Reconstruction/ Contract B)
 Following applies when required by written contract with the named insured: The State of New Hampshire, its agencies, agents & employees are included as additional insureds (ongoing and completed operations) on all liability policies except workers comp. Waiver in favor of additional insured applies except on workers comp.
 B Builders Risk Policy CIM5598391-10 (6/12/2024-6/12/25); Limit: \$686,868; Deductible: \$2500

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 120 Concord, NH 03301	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.
	AUTHORIZED REPRESENTATIVE Donna Bickford/DTB 



BUSBY CONSTRUCTION CO., INC

71 Route 111
ATKINSON, NH 03811
(603) 898-4800
FAX (603) 898-4808

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Trustees/Directors of Busby Construction Co., Inc.
(Name of Organization)

held on January 5, 2024 at which all the Trustees/Directors were present and
(date)

waived notice, it was voted, that Paul D. Busby, President of this organization,
(Name) (Title)

is authorized to execute any and all legal documents in the name and on behalf of said organization,
and affix its corporate seal thereto; and such execution of any contract document in this
organization's name and on its behalf by such President under the seal of the
organization shall be valid and binding upon this organization.

I hereby certify that Paul D. Busby is duly elected President of said
(Name) (Title)
organization, and that the above vote has not been amended or rescinded and remains in full force
and effect as of this date.

Corporate Seal Here:

Virginia A. Busby
(Signature)

Virginia A. Busby
(Type Name)

November 26, 2024
(Date)

Secretary/Treasurer
(Title)

State of New Hampshire County of Rockingham

On this 26th day of November, 2024, the above named Michael P. Henry
presented proof of identity in the form of NH Driver's License and swore that the above
statement is true and accurate.

Notary Public

[Signature]

My Commission Expires

MICHAEL P. HENRY
Notary Public - New Hampshire
My Commission Expires April 7, 2026