New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

13

David Rodrigue, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
April 24, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Naughton and Son Recycling, LLC, Bradford, NH (Vendor # 225484) on the basis of a sole bid in the amount of $17,650 for Rubbish Acceptance at the Vendor's Facility delivered by Bureau of Turnpikes vehicles, effective upon Governor and Council approval, through June 30, 2027. 100% Turnpike Funds.

Funds to support this request are anticipated to be available in Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	FY 2026	FY 2027
04-96-96-961017-70270000 Central Turnpike Maintenance 103-500741 Contracts for Operational Services, Trash Removal	$4,425	$4,425
04-96-96-961017-70320000 Blue Star Turnpike Maintenance 103-500741 Contracts for Operational Services, Trash Removal	$3,100	$3,100
04-96-96-961017-70370000 Spaulding Turnpike Maintenance 103-500741 Contracts for Operational Services, Trash Removal	$1,300	$1,300

EXPLANATION

The Department's Bureau of Turnpikes has commercial rubbish and oversized bulk waste that needs contractor disposal. The commercial rubbish includes but is not limited to wood, creosote posts, lumber, debris, air conditioners, whole tires, tire pieces, tire rims, including oversized bulky waste. The towns on

the Central and Eastern Turnpike will not allow rubbish from the Turnpike to be deposited in their landfills. Some of the rubbish and debris generated by replacement of guardrail and demolition of buildings cannot be disposed through the State's established rubbish removal contracts. The removal of this debris is essential in order for the Turnpike to remain clean, sanitary, safe, and attractive.

The Department advertised for bids in the Manchester Union Leader on January 13, 14, and 15, 2025 and on the Bureau of Turnpikes' and Purchase & Property websites from January 9 through February 11, 2025. An invitation to bid was also sent to the sole bidder who had submitted a bid for the contract in May 2023. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened. One sealed bid was received and publicly opened on February 10, 2025 (bid results attached). Naughton and Son Recycling, LLC. was the sole bidder to accept rubbish as required in the proposal for a total contract price of $17,650. The contract will begin subsequent to approval by the Governor and Council, through June 30, 2027.

Naughton and Son Recycling, LLC. was the sole bidder for this contract and was awarded the contract for $17,650. Their winning bid in May 2023 was $15,750. The increase in their current bid is 12%, due to changes in the economy with inflation in wages, fuel and other costs. The contracts' estimated tonnage of 150-tons over the contract period, did not change.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

William J. Cass, PE
Commissioner

Attachments
cc: J. Corcoran

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 PO BOX 483 ~~7 Hazen Drive~~ Concord, NH 03302	
1.3 Contractor Name Naughton & Son Recycling, LLC.		1.4 Contractor Address PO BOX 464 Bradford, NH 03221	
1.5 Contractor Phone Number 603-938-2282	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 6/30/2027	1.8 Price Limitation 17,650.00
1.9 Contracting Officer for State Agency Susan Klasen, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature Date: 3/25/25		1.12 Name and Title of Contractor Signatory George M. Naughton President	
1.13 State Agency Signature Date: 5/5/25		1.14 Name and Title of State Agency Signatory Susan M Klasen, PE 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: May 7, 2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GMN
Date 3/25/25

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.

Contractor Initials GMN
Date 3/25/25

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.

Contractor Initials GMN
Date 3/26/25

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.

Contractor Initials GMN
Date 3/25/25

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RUBBISH ACCEPTANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2025-01

EXHIBIT A - SCOPE OF SERVICES

No Special Provisions are required by the DEPARTMENT.

Contractor Initials GMN
Date 3/25/25

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RUBBISH ACCEPTANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2025-01

EXHIBIT B - SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. The CONTRACTOR agrees to accept commercial rubbish (including but not limited to clean wood, creosote posts and pressure treated lumber, construction and demolition debris, air conditioners, whole tires, tire pieces and steel or aluminum rims) and oversized bulky waste at the CONTRACTOR'S facility. Any separation required of commercial rubbish and oversized bulky waste will be the responsibility of the CONTRACTOR.

2. The CONTRACTOR'S facility must be within a ninety (90) mile radius of Exit 11, Interstate 93, Hooksett NH.

3. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

4. Invoices shall be sent to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, N.H. 03302-2950
Or
DOT-NHTurnpikesAP@dot.nh.gov

B. OTHER

1. The CONTRACTOR agrees to all the requirements of the P-37 contract (attached). The P-37 is the official contract used by the DEPARTMENT.

2. It is understood and agreed that the DEPARTMENT reserves the right to terminate this agreement at any time and for any reason, upon thirty (30) days' written notice to the CONTRACTOR, at the address above.

3. The CONTRACTOR shall not assign, subcontract or otherwise transfer any duty, obligation, or written performance required by this agreement without prior consent of the DEPARTMENT.

4. The preceding service and contract agreement shall begin subsequent to Governor and Council approval, no earlier than July 1, 2025, and will end June 30, 2027, subject to Governor and Council approval.

Contractor Initials GMN
Date 3/25/25

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RUBBISH ACCEPTANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2025-01

EXHIBIT C - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to accept commercial rubbish (as defined in Section B, Paragraph 1 above) and oversized bulky waste at the CONTRACTOR'S facility at the following rates (in words and numbers) per ton of rubbish. Any separation required of commercial rubbish and oversized bulky waste will be the responsibility of the CONTRACTOR.

   Commercial Rubbish Rate per ton:

   One Hundred and Fifteen Dollars and No Cents ($115.00) per ton

   Oversized Bulky Waste Rate per ton:

   One Hundred and Fifteen Dollars and No Cents ($115.00) per ton.

   Rate per whole tire (with or without rim):
   Ten dollars and No Cents ($10.00) per tire.

2. All prices are locked in for the duration of the contract period listed in Exhibit B.

3. The estimated tonnage is as follows:

   Fiscal Year 2026 (7/1/2025 through 6/30/2026): Seventy-Five (75) tons
   Fiscal Year 2027 (7/1/2026 through 6/30/2027): Seventy-Five (75) tons

4. The DEPARTMENT does not guarantee that the estimated tonnage listed above, or any minimum amount, will be delivered during each fiscal year.

5. The total contract price shall not exceed Seventeen Thousand Six Hundred Fifty Dollars and No Cents ($17,650.00), based on the commercial rubbish price, Paragraph 1 above.

6. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, to the DEPARTMENT, indicating the work has been completed.

7. The DEPARTMENT shall make payments out of the following account numbers:

   - 017-096-70270000-103-500741
     Central Maintenance, Contracts for Operational Service, Trash Removal
   - 017-096-70320000-103-500741
     Blue Star Maintenance, Contracts for Operational Service, Trash Removal
   - 017-096-70370000-103-500741
     Spaulding Maintenance, Contracts for Operational Service, Trash Removal

Contractor Initials GMN
Date 3/25/25

NHDOT Bureau of Turnpikes
Contract for Rubbish
RFB TPK 2025-01 Bid Template

	SOLE BIDDER
Bidder Name:	**Naughton & Son Recycling, LLC**
Commercial Rubbish Rate (Estimate 75 Tons Annually)	115.00 per ton
Oversized Bulky Waste Rate (Estimate 75 Tons Annually)	115.00 per ton
Sub-Total Bid Estimate 150 Tons	**$17,250.00**
Whole tire, with or without rim (does not include partial tire pieces) (Estimate 20 Annually)	10.00 per tire
Sub-Total Bid Estimate 40 Tires	**$400.00**
Total Contract Price	**$17,650.00**

NOTE: *Only the bid prices for commercial rubbish will be used to calculate the low bid. (based on 150 tons for the life of the contract)*

Naughton & Son Recycling, LLC
P.O. Box 464
Bradford, NH 03221
(603) 938-2282
www.naughtonrecycling.com

CERTIFICATE OF AUTHORITY/VOTE

Naughton & Son Recycling, LLC

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

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

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Naughton & Son Recycling, LLC
(Name of Limited Liability Company)
and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

(Contract Signatory - Signature)

3/25/25
(Date)

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 25th day of March 2025, before me Amy R. McCabe,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)
the undersigned officer, personally appeared George M. Naughton, known to me (or
(Contract Signatory – Print Name)
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Amy R. McCabe
Notary Public, State of New Hampshire
My Commission Expires Sept. 1, 2026

(Notary Public / Justice of the Peace -Signature)

Commission Expires:

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 NAUGHTON & SON RECYCLING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 31, 2008. 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: **606732**

Certificate Number: **0007149685**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2025.

David M. Scanlan
Secretary of State

NAUG&DA-01 MSNELL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2025

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).

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Naughton & Daughters Recycling Inc
Naughton & Sons Recycling LLC; Naughton Recycling Center
PO Box 464
Bradford, NH 03221

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		CPA0034787-37	9/12/2024	9/12/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI	$ 150,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CAA0071114-33	9/12/2024	9/12/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE			CUA0034788-37	9/12/2024	9/12/2025	AGGREGATE	$ 1,000,000
	DED / RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		WCA0034789-37	9/12/2024	9/12/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
George Naughton is an Excluded Member/Officer on the Worker's Compensation

**Worker's Compensation Information **3A States: NH, MA

Commercial Automobile Policy contains the CA9948 - Pollution Liability - Broadened coverage for Covered Autos - $1,000,000 Limit

Commercial Automobile Policy includes the MCS-90 endorsement
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

State of NH
Dept. of Transportation
P.O. Box 483
Concord, NH 03302

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
Mary Ellen Snell

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AGENCY CUSTOMER ID: NAUG&DA-01 MSNELL

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Davis & Towle Morrill & Everett, Inc.	Naughton & Daughters Recycling Inc Naughton & Sons Recycling LLC; Naughton Recycling Center LLC PO Box 464 Bradford, NH 03221
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
It is hereby agreed and understood that State of New Hampshire, Department of Transportation are additional insured's on General Liability for ongoing operations when required by written contract.

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