

js



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

83

July 24, 2023

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a **Retroactive** and **Sole Source** contract with Milton Rents Inc., (VC #170249), Gorham, N.H. in the amount of \$26,325, for the rental of a Caterpillar 316F tracked excavator for the maintenance, ditching and installation of culverts on the roads system within the Connecticut Lakes Headwaters Management Area in Coos County, NH, effective upon Governor and Council approval for the period of August 1, 2023 through November 1, 2023. 100% CLH Endowment Funds.

Funding is available in account, CLH Stewardship Endowment, as follows:

	<u>FY 2024</u>
03-035-035-351510-37450000-022-500257-35P02611 - Rents-Leases Other than State	\$26,325

EXPLANATION


This request is **retroactive** and **sole source** due to time constraints in accomplishing the work with the specific equipment needed. Division personnel reached out to three vendors and obtained two (2) quotes. Milton Rents was the only vendor who could provide the specific model excavator for our time frame. A quote for similar machines were received from Anderson Equipment Company, and a no response from Coleman Rental and Supply.

Contributing factors requiring a Caterpillar 316F excavator include; the expertise of our operator with this specific piece of Caterpillar equipment, the size and capability of this machine to complete the tasks efficiently while still working within the space constraints of the work area, and staff knowledge regarding field maintenance and repair of the equipment. Avoiding break downs and being able to perform small repairs is crucial to the success of this project given the extreme remote nature of this work site.

The Connecticut Lakes Headwaters Management Area is a piece of privately owned property with an easement owned by DNCR. This easement guarantees public access and recreational opportunities for citizens and visitors alike. DNCR has an obligation to maintain 253 miles of roads across the 142,000-acre property. The use of the excavator will allow for improvements along approximately 5 miles of road, improving public access and protecting existing infrastructure in the area.

The Attorney General's Office has reviewed and approved this contact as to form, substance, and execution.

Respectfully submitted,


Brian J. Wilson
Director

Concurred,

Sarah L. Stewart
Commissioner

(15M)

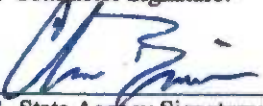
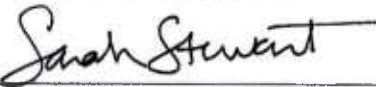
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Natural and Cultural Resources		1.2 State Agency Address: 172 Pembroke Rd, Concord, NH 03301	
1.3 Contractor Name: Milton Rents INC		1.4 Contractor Address: 509 Main Street Gorham NH, 03581	
1.5 Contractor Phone Number: 603-752-5588	1.6 Account Unit and Class: 37450000-022-500257-35P02611	1.7 Completion Date: November 1, 2023	1.8 Price Limitation: \$26,325
1.9 Contracting Officer for State Agency: Shawn Hamilton, Deputy Director Parks Operations		1.10 State Agency Telephone Number: 603-271-2943	
1.11 Contractor Signature:  Date: 7/21/23		1.12 Name and Title of Contractor Signatory: Chris Barisano, Regional Sales Mgr.	
1.13 State Agency Signature:  Date: 7/28/2023		1.14 Name and Title of State Agency Signatory: Sarah L. Stewart, 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: Sheri Phillips, AAG On: 8/01/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials **CB**
Date 7/21/23

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.

Contractor Initials CB
Date 7/21/23

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

EXHIBIT A

There are no additional or special provisions in this contract.

EXHIBIT B

Scope of Services: The purpose of this Contract is for the Contractor to provide the State with a Caterpillar 316F excavator, a 36" standard excavator bucket for a C316, a 60" tilting grade bucket for a C316, as well as transport of the C316 to and from East Inlet Road, Pittsburg NH. The rental shall be for 3 months beginning August 1, 2023.

EXHIBIT C

Payment Terms:

Total contract shall not exceed: \$26,325

Method of Payment

Payment shall be made within 30 days after receipt of an invoice and upon approval by Great North Woods Regional Supervisor.

Term

This contract shall commence upon approval of the Governor and Executive Council with a start date of August 1, 2023 and a completion date of November 1, 2023.

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 MILTON RENTS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 30, 2006. 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: 558211

Certificate Number: 0006217218



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

MILTON RENTS, INC.

SECRETARY'S CERTIFICATE

By unanimous written consent of the Board of Directors of Milton Rents, Inc. on August 1, 2021, it was voted that Christopher J. Barisano, Regional Sales Manager, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and such execution of any contract or obligation in this Company's name on its behalf by him shall be valid and binding upon this Company. I hereby certify that I am Secretary of the above named corporation and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this certificate.



Stephen A. Boyd, Secretary

Date: July 20, 2023

Ref: State of New Hampshire and any of it's agencies and departments



MILTON RENTS, INC.

ACTION BY WRITTEN CONSENT OF SOLE DIRECTOR


The undersigned, being the Sole Director of the above Corporation, hereby unanimously consents to and adopts the following resolution:

RESOLVED

That the following individuals are authorized and empowered to execute forms for general bids, requests for proposals, contracts for supplying equipment, agreements, or bonds on behalf of Milton Rents, Inc.:

Christopher G. Milton	- President
Stephen A. Boyd	- Treasurer and Secretary
Peter C. Laurie	- Director of Rental Services
John J. Trovato	- General Manager of Operations
Christopher J. Barisano	- Regional Sales Manager

This writing shall be filed with the record of the meetings and consent of Directors of the Corporation and shall, for all purposes, be treated as resolutions adopted at a meeting.



Christopher G. Milton

DATED: August 1, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2023

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 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 Marsh McLennan Agency 2821 Corporate Park Drive Opelika AL 36801	CONTACT NAME: Lisa Benefield	
	PHONE (A/C, No, Ext): 334-749-3401	FAX (A/C, No):
E-MAIL ADDRESS: lisa.benefield@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 634288814 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Proj per Con	Y	Y	GLO292517815	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP292517915	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC292519110	2/1/2023	2/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY AGGREGATE LIMIT WILL ONLY APPLY ON A PER PROJECT BASIS IF REQUIRED BY WRITTEN CONTRACT PER FORM CG25030509. GENERAL LIABILITY AGGREGATE LIMIT WILL APPLY PER LOCATION PER FORM CG25040509.

CERTIFICATE HOLDER Department of Natural and Cultural Resources 172 Pembroke Road 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 PETER J. KRALUSE
--	---



RENTAL QUOTE

Corporate Office - Pittsburgh, PA

1000 WASHINGTON PIKE, BRIDGEVILLE, PA 15017 • 412-343-2300

Affiliate Locations

PA		NY		NH		ME	
Clarion	814 226-4100	Albany	518 785-4500	Lancaster	603 788-5591	Bangor	207 942-0177
Clearfield	814 765-5311	Buffalo	716 877-1992	Manchester	603 627-7696	Gorham	207 591-5482
Somerset	814 443-2867	Endicott	607 748-3400	VT			
WY		Olean	716 372-8822	East Montpelier	802 223-9689		
Charleston	304 756-2800	Rochester	585 334-6770				
Bridgeport	304 366-3075	Syracuse	315 463-9673				
		Watertown	315 788-5512				

Cust No.	Quote No.	Quote Date	Branch	Caller	Caller Phone
78702	270818	06/12/23	MANCHESTER, NH		603 788-4641

B STATE OF NEW HAMPSHIRE
I DISTRICT ONE
L 641 MAIN ST
L LANCASTER, NH 03584-3612
T
O

S STATE OF NEW HAMPSHIRE
H
I
P
T
O

Quoted by:	BRUCE BELLEGARDE	Salesperson Code:	616	Salesperson Name:	RYAN HAZELTON
Line	Item Description	U/M	Unit Price		

0001	KOMATSU-PC170 PC170LC-11 8'7" ARM KIT PJC	4 WEEK	6,400.00		
0002					
0003	CRAIG MFG-TILT BUCKETS 60" .75YD HYD TILT BKT/PC170	4 WEEK	400.00		
0004					
0005	ROCKLAND-EXCAVATOR COUPLER PC170 HYDRAULIC COUPLER ASSY.	4 WEEK	0.00		
0006					
0007	ESCO-BUCKETS 36" .81 YD HEAVY DUTY BUCKET	4 WEEK	0.00		
0008					

THIS IS NOT AN INVOICE

This quote is good for 14 days from above quote date. The terms of this agreement will not be binding until accepted in writing by a duly appointed manager of Anderson Equipment Company. Quoted prices are only for items listed above and do not include miscellaneous charges such as freight unless otherwise noted. Anderson Equipment Company can arrange shipping for an additional fee. This quote is subject to Anderson Equipment Company's current Rental Terms and Conditions which can be furnished upon request. Applicable Sales Tax will be added unless an Exemption Certificate is furnished.

THANK YOU



MILTON RENTS INC
 509 MAIN ST
 GORHAM NH 03581
 PHONE: 603-752-5588
 Ryan_Leavitt@MiltonRents.com

RENTAL QUOTATION: 435

BILL TO:
 DEPT OF NATURAL AND CULTURAL R
 172 PEMBROKE RD
 CONCORD NH 03301
 USA

SHIP TO: [SITE #: 2]
 EAST INLET
 EAST INLET ROAD
 PITTSBURG NH 03592

CUSTOMER #: 000995
BILLING TEL: 603-788-3155
SITE TEL: 603-419-9825
SALESMAN: Dan Tetreault

DELIVERY AND PICKUP

RENTAL QUOTATION NOTES:

CALL CLINTON BEFORE DELIVERY

TERMS: NET 30

RENTAL#	QTY	DESCRIPTION	EXTENDED AMT
MR000098	1.00	316F EXCAVATOR	\$22,750.00
DAILY: \$1,200.00		WEEKLY: \$2,650.00	MONTHLY: \$6,300.00
SER#: YDL21465		METER OUT: 0.00	IN: 0.00 INCL: 0.00 OT: \$0.00
DATE OUT: AUG 01/23 8:00AM DATE DUE: NOV 01/23 8:00AM RENTAL PERIOD: 13 WEEK(S) 1 DAY(S)			
B000098	1.00	316 36" STANDARD BKT	\$0.00
SER#: MFH71971		METER OUT: 0.00	IN: 0.00 INCL: 0.00 OT: \$0.00
DATE OUT: AUG 01/23 8:00AM DATE DUE: AUG 29/23 8:00AM RENTAL PERIOD: 4 WEEK(S)			
MR000164	1.00	316 60" TILT GRADE BKT	\$3,275.00
DAILY: \$175.00		WEEKLY: \$400.00	MONTHLY: \$900.00
SER#: MYC01079			
DATE OUT: AUG 01/23 8:00AM DATE DUE: NOV 01/23 8:00AM RENTAL PERIOD: 13 WEEK(S) 1 DAY(S)			

SUBTOTAL RENTALS: \$26,025.00

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
DE		DELIVERY	\$150.00	\$150.00
PU		PICKUP FEE	\$150.00	\$150.00
SUBTOTAL SERVICES:				\$300.00

GRAND TOTAL: \$26,325.00

DAMAGE WAIVER HAS BEEN DECLINED

RENTAL TERMS: Monthly = 28 Days / 160 Hours; Weekly = 7 Days / 40 hours; Daily = 1 Day / 8 Hours. Refueling Charge = \$9/Gallon; Lost Key Charge = \$20; Cleaning Charge = \$105 per hour if machine is not returned in condition it was received.
 CUSTOMER RESPONSIBILITY: Daily Greasing & Fluid Check, Tire/Track Damage, Glass Damage, or any other damage not covered by insurance. When rental is complete, to call equipment off rent. Rental is not terminated until the unit is called off rent or returned to a Milton Rents facility.
 INSURANCE: Customer is required to provide insurance, or a 15% Limited Damage Waiver will apply. Refer to the Damage Waiver Sheet for details. Signature on Contract indicates compliance with the above and Terms & Conditions listed on the back.

X

 SIGNATURE

 PRINT NAME