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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

August 30, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract #8003428) with Cloutier Sand & Gravel Company, Inc. (VC#157206), North Stratford, NH, by increasing the price limitation by \$550,000 from \$197,370.66 to \$747,370.66 with no change to the contract completion date for equipment rental with operator services, effective upon approval of Governor and Executive Council through February 28, 2027, with the option to renew for up to an additional two years. The original contract was approved by the Commissioner of the Department of Administrative Services on April 11, 2024.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The contract amendment is **Sole Source** because the requested increase to the current limitation exceeds 10% of the original contract price limitation. Following initial approval of this contract, it was brought to our attention that the Department of Natural and Cultural Resources (DNCR) had received capital funds to perform road and trail maintenance on the Connecticut Lakes Headwaters Forest property. DNCR has also received landowner permission to crush and use gravel located in various pits on the property, in lieu of bringing in the estimated 62700 cubic yards of gravel required to resurface 33 miles of road throughout the Connecticut Lakes Headwater Forest (CLHWF).

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on April 11, 2024. Since permission was granted to crush and use the material that is already onsite at the CLHWF property, DNCR has collaborated with the Department of Administrative Services to select a statewide contractor who possess the necessary equipment and could meet the requirements of this project. It was determined that by crushing the gravel required for road and trail maintenance from the pits located on the CLHWF property by use of a statewide equipment rental with operator contract represents a cost avoidance of \$206,910 instead of purchasing the gravel through a statewide aggregate contract.

There was a total of three equipment rental contractors that had offered rock crushers as part of their equipment rental fleet, with Cloutier having the lowest hourly rate and being able to meet the requirements of the project.

The DNCR expects that the cost to crush the gravel and repair the road surfaces for this portion of the CLHWF project will accumulate to \$550,000. The Bureau of Purchase and Property (BoPP) estimates the crushing of 62700 cubic yards of gravel will cost approximately \$404,415, leaving \$145,585 for the use of dump trucks and motor graders to transport and disperse the gravel along the road surface. The requested increase to the price limitation is directly in line with DNCR's project projections, which are concurrent with BoPP's estimates of the cost to crush the sizable volume of gravel required, while still leaving the originally established amount to cover the anticipated use by multiple agencies.

Contract financials	
Current limitation	\$197,370.66
Current limitation remaining balance	\$195,970.66
Requested increase this amendment	\$550,000.00
New limitation	\$747,370.66

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with Cloutier Sand & Gravel Company, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Cost Analysis Comparison
Purchasing Gravel vs Crushing Gravel

Connecticut Lakes Head Water Road Maintenance and Resurfacing

Synopsis: The Department of Natural and Cultural Resources has received landowner permission to crush and use gravel from the South Bay and Smith Brook pits located in the Connecticut Lakes Head Water Forest for road and trail maintenance. Comparison of having a contractor crush the gravel that is already located on the property shows a cost savings of \$206,910.00 versus purchasing the required amount of gravel though the closest contracted aggregate pit (contract#8003283).

CTSG, LLC	Aggregates		Contract #	8003283
	Price	UOM	QTY	Total
1 1/2 Crushed Gravel	\$9.75	CY	62700	\$611,325.00
* Contracted Price does not include delivery of material				

Cloutier Sand & Gravel	Equipment Rental w/ Operator			Contract #	8003428
	Price	UOM	% Use	QTY	Sub Total
Rock Crusher 12" Jaw	\$450.00	HR	25%	1254	\$141,075.00
Rock Crusher 36" Cone	\$600.00	HR	75%	585.2	\$263,340.00
Total Cost					\$404,415.00
Savings					\$206,910.00

Rock Crusher Performance and Output Statistics

12" Jaw AVG 70 TpH	/1.4	=	50.000 CYpH
62700 / 50CYpH		=	1254 Hrs of Crushing needed
36" Cone AVG 150 TpH	/1.4	=	107.143 CYpH
62700 CY / 107CYpH		=	585.2 Hrs of Crushing needed

Important Notes:

62700 Cubic Yards (CY) of gravel to be crushed by contractor or purchased
Conversion Factor Cubic Yards to Tons: CY = T/1.4

The figures used for the Rock Crusher output, measured in Tons per Hour, are conservative. With clean, dry and graded material the output of these crushers could be as high as 300TpH. The Cone style crusher would likely be used for a majority of the material (estimated 75%), with the Jaw style crusher being needed for larger rocks/boulders (estimated 25%).



FIRST AMENDMENT TO THE CONTRACT BETWEEN
CLOUTIER SAND & GRAVEL COMPANY, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR EQUIPMENT RENTAL WITH OPERATOR SERVICES
CONTRACT # 8003428

This First Amendment (hereinafter referred to as the "Amendment"), dated this 26th day of June, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cloutier Sand & Gravel Company, Inc. (hereinafter referred to as "the Contractor") for equipment rental with operator services.

WHEREAS, pursuant to an agreement effective April 11, 2024 set to expire February 28, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain equipment rental with operator services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$747,370.66
2. Amend Exhibit C, Contract Price: Change to the following: \$747,370.66
3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on April 11, 2024, shall remain in full force and effect.

Contractor Initials: AC

Date: 6/26/24

CLOUTIER SAND & GRAVEL COMPANY, INC.

By: Albert Cloutier

Albert Cloutier, VP
(Print Name)

Title: Vice President

Date: 6/26/24

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: Charles Arlinghaus

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: August 5, 2024

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

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 CLOUTIER SAND & GRAVEL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 30, 1992. 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: 175034

Certificate Number: 0006595558



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

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

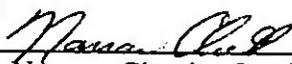
David M. Scanlan
Secretary of State

I, Norman Cloutier, hereby certify that I am duly elected Clerk/Secretary/Officer of Cloutier Sand & Gravel Company, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 6th 2023__, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Albert Cloutier, Vice President is duly authorized to enter into contracts or agreements on behalf of Cloutier Sand & Gravel Company, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for ninety (90) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/26/2024

ATTEST:

Norman Cloutier, President



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
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

April 8, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a new contract (Contract #8003428) with Cloutier Sand & Gravel Company, Inc. (VC# 476304), North Stratford, NH, for equipment rental with operator services in an amount of up to and not to exceed \$197,370.66 effective upon the Commissioner of the Department of Administrative Services approval through February 28, 2027, with the option to extend for an additional two years.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

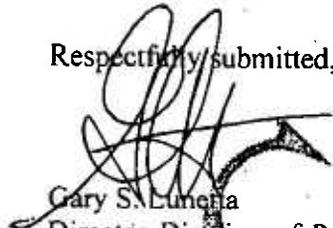
The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2817-24 for equipment rental and operator services December 15, 2023, with responses due on January 16, 2024. The RFB reached 67 vendors through the NIGP registry with an additional 12 directly sourced. There were 27 compliant responses received with different equipment types and service areas offered. This RFB will result in multiple contract awards to secure coverage for these services in all New Hampshire Counties.

The intent of this multi award RFB is to provide as many contracts as possible for equipment rental with operator services with the expectation that State agencies will have multiple concurrent ongoing construction or maintenance efforts in different areas of the State. The State agency that is in need of equipment rental services are to contact the lowest priced contractor with the necessary equipment who offers their services in the county that the work will occur. If that contractor is unavailable, they will contract the next lowest priced contractor who can provide the necessary equipment in that county. With no previous contract of this kind from which to pull usage data, the price limitation is calculated from agency expected usage combined with multipliers for the number of counties bid on and the abundance of the type of equipment offered, providing an accurate estimation of spend.

Contract financials	
Forecasted annual spending	\$65,790.22
Forecasted term spending	\$197,370.66
Requested Price Limitation	\$197,370.66

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Cloutier Sand & Gravel Company, Inc.

Respectfully submitted,


Gary S. Lunetta
Director Division of Procurement &
Support Services

NON G&C

FORM NUMBER P-37 (version 2/23/2023)

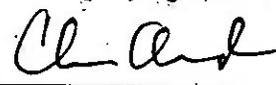
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Cloutier Sand & Gravel Company, Inc.		1.4 Contractor Address 516 Route 3 Columbia NH 03590	
1.5 Contractor Phone Number 603-331-2117	1.6 Account Unit and Class Various	1.7 Completion Date February 28, 2027	1.8 Price Limitation \$197,370.66
1.9 Contracting Officer for State Agency Jesse Wilcox		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature  Date: 4/1/24		1.12 Name and Title of Contractor Signatory Albert Cloutier vice president	
1.13 State Agency Signature  Date: 4/11/24		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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials AC

Date 4/1/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials AC

Date 4/1/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Cloutier Sand & Gravel Company, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Equipment Rental with Operator Services in accordance with the bid submission in response to State Request for Bid 2817-24 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2817-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2817-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence upon execution by the Commissioner of the Department of Administrative Services (the "effective date") and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

State agencies will select the contractor who is able to meet both the service requirements and availability needs for each project. The requesting agency shall engage with the lowest cost contractor who is able to provide the equipment and operator. If this contractor is unable to provide services for the time period requested, the agency will engage with the next lowest cost contractor who is able to provide services for the requested time period. Agencies shall refer to the equipment rental contract index to determine the contractors that are able to provide the required equipment in each NH county.

Equipment Delivery:

- Individual agencies will contact the Contractor to schedule a delivery date, time, and location. An agency representative will be present at the time of delivery. If for any reason, the Contractor is unable to adhere to the delivery timeline, they will notify the requesting agency no less than three (3) business day prior to the time of delivery to reschedule.
 - If an equipment operator is unable to work at the time and location scheduled due to emergency or other unforeseen circumstance, the Contractor will contact the requesting agency as soon as possible to reschedule the operator or will provide an alternate operator as soon as practicable and agreeable to the requesting agency.
- Equipment will be delivered fully fueled, in good working order and free of dirt, debris and other foreign matter. Certain locations may require equipment to be fully cleaned to avoid the spread of invasive species of vegetation.
- Equipment operator will be responsible for the safe loading and unloading of the equipment and ensure the equipment is utilized according to equipment operating manuals.
 - Parking of delivery equipment (truck and trailer)
 - Parking is typically allowed at the work sites and the Contractor will confirm the exact location prior to arrival at the work site. The requesting agency may indicate parking with signage, traffic cones,

survey tape, etc.

- If parking is not allowed on the work site, the requesting agency will notify the Contractor and provide alternative parking solutions.

Equipment Pick-up:

- Equipment operator shall remove the equipment from the work site no more than 24 hours after the completion of the project. All other arrangements shall be made in advance with the requesting agency's project manager.
- The Contractor's operator will be responsible for ensuring the equipment is refueled and returned in good working order as specified by the Contractor's policies.
- The Contractor shall be responsible for ensuring the entire work site is finished to the requesting agency's satisfaction and all tools, tie downs, etc. have been removed from the area.

Equipment Maintenance/Equipment Failure:

- If an equipment operator is provided, the operator will be responsible for the routine maintenance as well as refueling the equipment as necessary. This will be at no additional charge to the State.
- The operator will be responsible for any repairs as a result of equipment breakdown while at the job site. Repairs shall be done at no additional cost to the State. If equipment is inoperable for more than one business day, the State will expect an adjusted invoice to account for the time the equipment non-functioning. This rate shall be equivalent to the hourly rental rate provided in the offer section for the number of hours the equipment is inoperable.
- If a Contractor's operator is responsible for damages to equipment or attachments, the Contractor shall assume responsibility.

Site Visits and/or Statement of Work:

- Agencies will issue a statement of work (SOW) to the selected Contractor in the county where work is being requested. Individual projects shall be awarded to the Contractor who is able to provide the services requested for the lowest cost within the timeframe of the project requirements. SOW specific requirements may include but are not limited to:
 - Operator and Equipment availability to meet project timeline
 - Potential for weekend scheduling requirements
 - Ability to meet equipment hygiene requirements
 - Ability to work within the requirements of the worksite
 - Public may be present during work hours
 - Worksite may be remote
 - Work may be weather dependent (delays in project due to unforeseen, inclement weather shall not result in additional charges to the State)
- Agencies will determine whether or not a representative is needed at the time of delivery and/or pick up or at certain times during the project. The agencies will determine other agency involvement prior to the engagement of services including but not limited to:
 - Supplemental equipment or tools to be provided by the agency
 - Materials to be supplied by the agency
 - Coordinating with other agencies regarding shared trails, lots, etc.
 - Determination of closures or detours
 - Engagement with the public during operations

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

Contractor Initials

AC

Date

2/12/24

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. SITE VISITATION:

Prior to work starting, it is the Contractor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

6. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jesse Wilcox and sent electronic to Jesse.g.Wilcox@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2817-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)\welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))\welcome.aspx).

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

8. NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

10. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials AC

Date 4/1/24

EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

The Contractor hereby agrees to provide Equipment Rental with Operator services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of **\$197,370.66**; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

12. PRICING STRUCTURE:

Equipment Type	Hourly Rate
Komatsu 170C-6L Tracked Excavator 1yd	\$ 120.00
Volvo EC250EL Tracked Excavator 2yd	\$ 140.00
Komatsu D-65-12 Dozer, 190HP, 5.5yd	\$ 120.00
John Deere 650-JXLT Dozer, 99DP, 2.5yd	\$ 80.00
Dresser 540 Wheel Loader, 4.5yd	\$ 100.00
Komatsu WA-450 Wheel Loader, 5.5yd	\$ 120.00
Komatsu WA-450 Wheel Loader, 5.5yd	\$ 120.00
Komatsu GD-655 Grader, 14'	\$ 115.00
International 7600 Tri-axle Dump Truck, 16 to 18yd	\$ 100.00
International 9300 Tri-axle Dump Truck, 16 to 18yd	\$ 100.00
International 9300 Tri-axle Dump Truck, 16 to 18yd	\$ 100.00
Mack w/ Rogers low bed trailer, 55 ton	\$ 135.00
Brown Lenox Rock Crusher, 12" Jaw	\$ 450.00
Cedarapids Rock Crusher, 36" Cone	\$ 600.00
Ingersol-Rand SD-70D Vibrating Roller, 16 ton	\$ 75.00
Tow Behind Rock Rake	\$ 70.00

13. PRICING ADJUSTMENT:

Yearly, on the anniversary of the contract, the Contractor may request that the hourly rates of the contract be increased. The increase amount shall not exceed 5% of the previous year's hourly rates. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid prices at the time of the bid.

Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Equipment deliveries shall be made in order to arrive at the designated destination at a time determined by the agency representative or project manager.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Contractor Initials AC

Date 4/1/24

14. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

15. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials AC

Date 4/1/24

EXHIBIT D - RFB 2817-24

RFB #2817-24 is incorporated here within.

Contractor Initials AC

Date 6/1/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials AC

Date 4/1/24

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 CLOUTIER SAND & GRAVEL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 30, 1992. 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: 175034

Certificate Number: 0006595558



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

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

David M. Scanlan

Secretary of State

I, Norman Cloutier, hereby certify that I am duly elected Clerk/Secretary/Officer. I hereby certify the following is a true copy of a vote taken at Cloutier Sand & Gravel Inc. a meeting of the Board of Directors/shareholders, duly called and held on June 6th, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Albert Cloutier, Vice President duly authorized to enter into contracts or agreements on behalf of Cloutier Sand & Gravel Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 2/22/24

ATTEST:

Norman Cloutier
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584		CONTACT NAME: Teresa Crosland PHONE (A/C, No, Ext): (603) 788-2555 FAX (A/C, No): (603) 788-3901 EMAIL ADDRESS: tcrosland@gms-ins.com	
INSURED Cloutier Sand & Gravel, Inc, DBA: Norman Cloutier & Albert Cloutier, Jr PO Box 401 North Stratford NH 03590		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2382215078 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 SUBR INSD 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA 0122744-29	07/01/2023	07/01/2024	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 - COMP/OP AGG \$ 2,000,000 GL Expansion Endt \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA0122745-29	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Borrowed \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA0122746-29	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
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	WCA5396934-14	07/01/2023	07/01/2024	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sand & Gravel, Logging Road Construction
 NH Workers Compensation--corporate officers are included

CERTIFICATE HOLDER State of NH Bureau of Purchase & Property 25 Capital St Rm 102 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 
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