



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 26, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003643) with Coleman Concrete, Inc (VC# 158143), Conway, NH, for concrete, delivered and pumped in an amount up to and not to exceed \$402,691.50 effective upon the Governor and Executive Council's approval through January 31, 2027, with an option to extend up to one additional year.

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) 2998-25 for concrete, delivered and pumped on January 28, 2025, with responses due on February 7, 2025. The RFB reached 101 vendors through the NIGP registry with an additional 15 directly sourced. There were 2 compliant responses. This bid will result in multi-award contracts ensuring that a concrete supply is readily available by multiple sources throughout the State, allowing for timely availability of concrete to worksites.

During the last two years, the State spent a total of \$393,887.72 on concrete. Of this total, \$290,412.70 was spent with Coleman Concrete, Inc. The price limitation request has been decreased from the original bid total offer, as those estimated usages predicted were for the entirety of the State. Since not all the State's intended work will derive from a singular contract, this requested contract was decreased by 40% to calculate the requested price limitation. This will be the fourth State contract for concrete. Coleman Concrete, Inc has the largest service location with five (5) plants located throughout Maine and New Hampshire. They service as far north as Errol, as far south as Bedford, the entire eastern border from Shelburne to Dover and from Littleton to New Boston on the western side of the State. Coleman Concrete, Inc also provides lower competitive prices when compared to the current contracts that share serviceable locations, which is why the requested price limitation is higher than the currently existing contracts. The other awarded contracts (Boston Concrete (8003623), Carroll Concrete (8003624), and Redimix (8003625)) have contracts at the following locations:

Boston Concrete (8003623)	Carroll Concrete (8003624)	Redimix (8003625)
Derry, Hudson, Londonderry, Merrimack, Nashua, Pelham, Salem, Windham	Newport, N. Swanzey, Alexandria, N. Stratford, Peterborough, Charlestown, W. Lebanon, Vernon, Littleton	Southeast NH, Lincoln, Grafton, Thornton, Campton, Sandwich, Plymouth, Meredith, Gilmanton, Strafford, Pembroke, New Boston, Ossipee, Alson, Andover, Loudon

There is only a 0.34% increase in pricing across all line items when comparing the requested contract to Coleman Concrete, Inc's expired contract (Contract 8003200).

Upon requested approval, Coleman Concrete, Inc. will provide a concrete delivery resource to enable the requesting agencies to maintain the State's infrastructure with respect to safe travel ways and dams throughout the State of New Hampshire. The requested price limitation for this contract is \$402,691.50 and includes a vendor's balance of product allowance of \$40,269.15, or 10%, which is intended for undefined needs associated with project work. This price limitation arrives from accepting 60% of the terms value, since Coleman Concrete, Inc will not be supplying the entire state but delivers to a large portion of the State. The price limitation is calculated from actual expenditures in business intelligence reports from previous contracts over the last two years, providing an accurate estimation of spend.

Contract financials	
Estimated annual spend (if supporting the whole State)	\$335,576.25
Estimated term spend (if supporting the whole State)	\$671,152.50
Requested price limitation (not supporting the whole State)	\$402,691.50

Based on the foregoing, I am respectfully recommending approval of this contract with Coleman Concrete, Inc.

Respectfully submitted,



Charles M. Arlinghaus
 Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Concrete, Delivered & Pumped	Agency	Statewide
RFB#	2998-25	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	2/7/25

Indicates Award:

Qty	UOM	Product Description	Coleman Concrete		Expired Contract Prices	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
100	CY	NH Class A	\$172.75	\$17,275.00	\$172.75	\$17,275.00
1000	CY	NH Class AA	\$176.25	\$176,250.00	\$176.25	\$176,250.00
50	CY	NH Class AAA	\$181.75	\$9,087.50	\$181.75	\$9,087.50
100	CY	NH Class B	\$172.75	\$17,275.00	\$172.72	\$17,272.00
50	CY	NH Class F	\$133.00	\$6,650.00	\$133.00	\$6,650.00
10	CY	NH Class T	\$175.75	\$1,757.50	\$175.75	\$1,757.50
195	CY	3/8 Aggregate Mix	\$190.75	\$37,196.25	\$190.75	\$37,196.25
265	CY	Mid-Range Water Reducer	\$4.00	\$1,060.00	\$4.00	\$1,060.00
110	CY	High-Range Water Reducer	\$8.00	\$880.00	\$8.00	\$880.00
25	CY	Fiber/Mirco Fiber	\$10.00	\$250.00	\$10.00	\$250.00
25	CY	1% Non-Chloride Accelerator	\$8.00	\$200.00	\$8.00	\$200.00
20	CY	2% Non-Chloride Accelerator	\$16.00	\$320.00	\$16.00	\$320.00
5	EA	20 Meter Pump Truck (4 Hour minimum)	\$1,325.00	\$6,625.00	\$1,175.00	\$5,875.00
5	EA	32 Meter Pump Truck (4 Hour minimum)	\$1,350.00	\$6,750.00	\$1,275.00	\$6,375.00
5	EA	37 Meter Pump Truck (4 Hour minimum)	\$1,350.00	\$6,750.00	\$1,300.00	\$6,500.00
7	Per Hour	Truck Overtime Rate	\$150.00	\$1,050.00	\$150.00	\$1,050.00
600	Per Hour	Winter Service Rate (November - March)	\$7.00	\$4,200.00	\$7.00	\$4,200.00
75	CY	Light Load Charge	\$200.00	\$15,000.00	\$200.00	\$15,000.00
50	CY	1.5	\$200.00	\$10,000.00	\$200.00	\$10,000.00
10	CY	2	\$200.00	\$2,000.00	\$200.00	\$2,000.00
5	CY	2.5	\$200.00	\$1,000.00	\$200.00	\$1,000.00
20	CY	3	\$200.00	\$4,000.00	\$200.00	\$4,000.00
15	CY	3.5	\$200.00	\$3,000.00	\$200.00	\$3,000.00
35	CY	4	\$200.00	\$7,000.00	\$200.00	\$7,000.00

Discount offered off current market prices

0%

0%

Sub Total	\$335,576.25	\$334,198.25
Estimated annual spend	\$335,576.25	\$334,198.25
Estimated term spend	\$671,152.50	\$668,396.50
BI Spend reporting decrease	\$268,461.00	\$267,358.60
Recommended price limitation	\$402,691.50	\$401,037.90

Recommendation Summary	
Statewide Contract or Amendment	Contracts
Term of Contract	2 Years
Price Limitation	Multiple awards
Number of Solicitations Received	1
Number of Sourced bidders	15
Number of NIGP Vendors Sourced	101
Number of non-responsive bidders	115
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-Card and ACH
FOB Delivered	Yes
Special Notes: 0.4% increase from expired contract prices.	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Expiring Contracts for Concrete, Delivered & Pumped

Qty	UOM	Product Description	Expiring Coleman Contract		Expiring Central-NH Contract		Carroll Expiring Contract		Boston Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
100	CY	NH Class A	\$172.75	\$17,275.00	\$170.00	\$17,000.00	\$182.00	\$18,200.00	\$141.00	\$14,100.00
1000	CY	NH Class AA	\$176.25	\$176,250.00	\$180.00	\$180,000.00	\$186.00	\$186,000.00	\$147.00	\$147,000.00
50	CY	NH Class AAA	\$181.75	\$9,087.50	\$190.00	\$9,500.00	\$197.75	\$9,887.50	\$150.00	\$7,500.00
100	CY	NH Class B	\$172.72	\$17,272.00	\$165.00	\$16,500.00	\$178.00	\$17,800.00	N/A	N/A
50	CY	NH Class F	\$133.00	\$6,650.00	\$175.00	\$8,750.00	\$141.00	\$7,050.00	N/A	N/A
10	CY	NH Class T	\$175.75	\$1,757.50	\$170.00	\$1,700.00	\$182.00	\$1,820.00	N/A	N/A
195	CY	3/8 Aggregate Mix	\$190.75	\$37,196.25	\$175.00	\$34,125.00	\$450.00	\$87,750.00	\$150.00	\$29,250.00
265	CY	Mid-Range Water Reducer	\$4.00	\$1,060.00	\$8.00	\$2,120.00	\$7.25	\$1,921.25	\$8.00	\$2,120.00
110	CY	High-Range Water Reducer	\$8.00	\$880.00	\$16.00	\$1,760.00	\$8.25	\$907.50	\$16.00	\$1,760.00
25	CY	Fiber/Micro Fiber	\$10.00	\$250.00	\$15.00	\$375.00	\$8.50	\$212.50	\$18.00	\$450.00
25	CY	1% Non-Chloride Accelerator	\$8.00	\$200.00	\$10.00	\$250.00	\$7.25	\$181.25	\$8.00	\$200.00
20	CY	2% Non-Chloride Accelerator	\$16.00	\$320.00	\$20.00	\$400.00	\$14.50	\$290.00	\$16.00	\$320.00
5	EA	20 Meter Pump Truck (4 Hour minimum)	\$1,175.00	\$5,875.00	N/A	N/A	\$925.00	\$4,625.00	N/A	N/A
5	EA	32 Meter Pump Truck (4 Hour minimum)	\$1,275.00	\$6,375.00	N/A	N/A	N/A	N/A	N/A	N/A
5	EA	37 Meter Pump Truck (4 Hour minimum)	\$1,300.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Per Hour	Truck Overtime Rate	\$150.00	\$1,050.00	\$150.00	\$1,050.00	\$120.00	\$840.00	\$150.00	\$1,050.00
600	Per Hour	Winter Service Rate (November - March)	\$7.00	\$4,200.00	\$10.00	\$6,000.00	\$8.00	\$4,800.00	\$10.00	\$6,000.00
		Light Load Charges								
75	CY	1	\$200.00	\$15,000.00	\$300.00	\$22,500.00	\$150.00	\$11,250.00	\$500.00	\$37,500.00
50	CY	1.5	\$200.00	\$10,000.00	\$250.00	\$12,500.00	\$150.00	\$7,500.00	\$450.00	\$22,500.00
10	CY	2	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$400.00	\$4,000.00
5	CY	2.5	\$200.00	\$1,000.00	\$175.00	\$875.00	\$100.00	\$500.00	\$350.00	\$1,750.00
20	CY	3	\$200.00	\$4,000.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$300.00	\$6,000.00
15	CY	3.5	\$200.00	\$3,000.00	\$145.00	\$2,175.00	\$100.00	\$1,500.00	\$250.00	\$3,750.00
35	CY	4	\$200.00	\$7,000.00	\$140.00	\$4,900.00	\$100.00	\$3,500.00	\$200.00	\$7,000.00
Discount offered off current market prices				0%		0%		0%		0%
Sub Total				\$327,698.25		\$327,480.00		\$370,035.00		\$292,250.00

Year	ACH Spend	P-Card Spend	Total Spend		Boston Concrete Corporation 8003198 (314254)	
2023	\$0.00	\$1,195.00	\$1,195.00	2/1/2023	\$99,707.52	Price Limitation
2024	\$0.00	\$4,855.00	\$4,855.00	27-Nov	\$3,025.00	Average Year Spend
2025				1/31/2025	\$6,050.00	Total spend
Totals	\$0.00	\$6,050.00	\$6,050.00		\$93,657.52	Remaining Balance

Year	ACH Spend	P-Card Spend	Total Spend		(Carroll) Newport Sand and Gravel 8003199 (154278)	
2023	\$34,548.52	\$29,136.03	\$63,684.55	4/12/2023	\$296,718.60	Price Limitation
2024	\$1,874.75	\$30,425.72	\$32,300.47	27-Nov	\$47,992.51	Average Year Spend
2025				1/31/2025	\$95,985.02	Total spend
Totals	\$36,423.27	\$59,561.75	\$95,985.02		\$200,733.58	Remaining Balance

Year	ACH Spend	P-Card Spend	Total Spend		Coleman Concrete, Inc 8003200 (158143)	
2023	\$90,425.79	\$25,286.77	\$115,712.56	2/1/2023	\$183,046.32	Price Limitation
2024	\$112,928.41	\$61,771.73	\$174,700.14	27-Nov	\$145,208.35	Average Year Spend
2025				1/31/2025	\$290,412.70	Total spend
Totals	\$203,354.20	\$87,058.50	\$290,412.70		-\$107,366.38	Remaining Balance

Year	ACH Spend	P-Card Spend	Total Spend		Central NH Concrete Corp (8003201) 174194	
2023	\$1,440.00	\$0.00	\$1,440.00	3/28/2023	\$12,024.08	Price Limitation
2024	\$0.00	\$0.00	\$0.00	27-Nov	\$720.00	Average Year Spend
2025				1/31/2025	\$1,440.00	Total spend
Totals	\$1,440.00	\$0.00	\$1,440.00		\$10,584.08	Remaining Balance

Year	ACH Spend	P-Card Spend	Total Spend		Combined Contracts Spending	
2023	\$126,414.31	\$55,617.80	\$182,032.11		\$131,295.91	Average Year Spend
2024	\$114,803.16	\$97,052.45	\$211,855.61		\$393,887.72	Total spend
2025						
Totals	\$241,217.47	\$152,670.25	\$393,887.72			

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

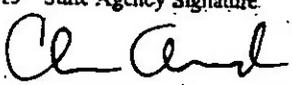
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Concord, NH 03301	
1.3 Contractor Name Coleman Concrete, Inc.		1.4 Contractor Address 9 NH Route 113, Conway, NH 03818.	
1.5 Contractor Phone Number 603-447-5936	1.6 Account Unit and Class Various	1.7 Completion Date January 31, 2027	1.8 Price Limitation \$402,691.50
1.9 Contracting Officer for State Agency James Poulin, Purchasing Agent		1.10 State Agency Telephone Number 603-271-7605	
1.11 Contractor Signature  Date: 2/25/25		1.12 Name and Title of Contractor Signatory Curtis Coleman, President	
1.13 State Agency Signature  Date: 3-25-25		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: <i>Christen Lavers</i> On: 4/30/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *CC*

Date *2/25/25*

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials CSK

Date 2/25/25

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials

Date 2/25/25

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials *de*

Date 2/25/25

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Coleman Concrete, 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 Concrete, Delivered and Pumped in accordance with the bid submission in response to State Request for Bid 2998-25 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. 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," and (3) EXHIBIT C "Method of Payment."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon execution by the Governor and Executive Council and shall continue thereafter for a period of approximately two (2) years.
- 3.2. The contract may be extended for up to an additional one (1) year thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Specifications must meet current standards as defined by the American Concrete Institute and the NHDOT Standard Specifications for Road and Bridge Construction. Concrete shall meet specification requirements as tested at the end of the truck chute. Concrete tested at the end of other conveyance systems shall be the responsibility of the Contractor. Any non-conforming materials will be rejected and removed at the Vendors expense.
- 5.3. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.4. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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. No premium charges shall be paid for any off-hour work.
- 5.5. If sub-contractors are to be utilized, please include 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.
- 5.6. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 5.7. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory

Contractor Initials CC

Date 2/25/25

condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

- 5.8. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.9. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5.10. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.11. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.12. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 5.13. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.
- 5.14. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.
- 5.15. Contractor shall notify the State of any holiday changes or lengthy closures in writing at least 21 calendar days prior to the holiday or closure.

6. RETURNED GOODS:

- 6.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

7. DELIVERY LOCATIONS:

- 7.1. Any concrete that is not in place 1 1/2 hours after the cement has been added to the aggregates shall not be used unless otherwise permitted by the Engineer. The Engineer may extend this time limitation if the concrete workability (slump) stills allow for the concrete to be placed without the addition of water to the batch. In hot weather or under conditions contributing to quick loss of workability, a time less than 1 1/2 hours may be required.
- 7.2. Delivery areas are located in Central and Eastern New Hampshire and has plants in the following locations:
 - 7.2.1. Gorham, NH
 - 7.2.2. Conway, NH
 - 7.2.3. Ossipee, NH
 - 7.2.4. Chichester, NH
 - 7.2.5. Bethel, ME
 - 7.2.6. Naples, ME

8. ACCOUNT REPRESENTATIVE:

- 8.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall

respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

- 8.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 8.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 8.1.3. Provide training on the use of the Contractor's portal as needed with no charge to the State.

9. USAGE REPORTING:

9.1. 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, James Poulin and sent electronic to James.M.Poulin@DAS.NH.Gov. At a minimum, the Report shall include:

- 9.1.1. Contract Number
- 9.1.2. Utilizing Agency and Eligible Participant
- 9.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 9.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 9.1.4.1. Percentage of recycled materials contained within finished products.
 - 9.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 9.1.4.3. Types and volume of packaging used for transport
 - 9.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 9.1.4.5. A standardized reporting form will be provided after contract award
- 9.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 9.1.6. Preferred in Excel format

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 10.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2985-25, as described herein, and under the terms of this Contract.
- 10.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 10.3. 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.
- 10.4. 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\(q0fzev55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzev55qhaeqs45jpyq5i45))/welcome.aspx).
- 10.5. 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.
- 10.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 11.1. 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.

12. CONFIDENTIALITY & CRIMINAL RECORD:

12.1. 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

OC

Date

2/25/25

EXHIBIT C - METHOD OF PAYMENT

13. CONTRACT PRICE:

13.1. The Contractor hereby agrees to provide Concrete, Delivered and Pumped in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$402,691.50; 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.

14. PRICING STRUCTURE:

14.1.

Product Description	Unit Cost	Unit of Measure
NH Class A	\$172.75	Cubic Yard
NH Class AA	\$176.25	Cubic Yard
NH Class B	\$172.75	Cubic Yard
NH Class F	\$133.00	Cubic Yard
NH Class T	\$175.75	Cubic Yard
3/8 Aggregate Mix	\$190.75	Cubic Yard
Mid-Range Water Reducer	\$4.00	Cubic Yard
High-Range Water Reducer	\$8.00	Cubic Yard
Fiber/Micro Fiber	\$10.00	Cubic Yard
1% Non-Chloride Accelerator	\$8.00	Cubic Yard
2% Non-Chloride Accelerator	\$16.00	Cubic Yard
33 Meter Pump Truck (4 Hour Minimum)	\$1,325.00	EA
37 Meter Pump Truck (4 Hour Minimum)	\$1,350.00	EA
38 Meter Pump Truck (4 Hour Minimum)	\$1,350.00	EA
Truck Overtime Rate	\$150.00	Per Hour
Winter Service Rate (November - March)	\$7.00	Per Hour
Light Load Charges		
1	\$200.00	Cubic Yard
1.5	\$200.00	Cubic Yard
2	\$200.00	Cubic Yard
2.5	\$200.00	Cubic Yard
3	\$200.00	Cubic Yard
3.5	\$200.00	Cubic Yard
4	\$200.00	Cubic Yard

14.2. Delivery charge is \$10.00 per MILE.

15. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

15.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

16. INVOICE:

16.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 16.1.1. State of NH purchase order (PO) number if applicable
- 16.1.2. State of NH contract number

Contractor Initials DC

Date 2/25/25

- 16.1.3. State of NH ordering agency information
 - 16.1.3.1. Name and contact information of ordering individual
 - 16.1.3.2. Name of ordering state agency / department
 - 16.1.3.3. Address of ordering state agency / department
 - 16.1.3.4. Name and contact information of ordering state agency accounts payable office
- 16.1.4. Date of purchase
- 16.1.5. Date of delivery
- 16.1.6. Contractor order number
- 16.1.7. Contractor account representative name and contact information
- 16.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 16.1.9. Items backordered and their delivery date
- 16.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

17. PAYMENT:

- 17.1. 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 PC

Date 2/25/25

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 COLEMAN CONCRETE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 10, 1996. 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: 251106

Certificate Number: 0007029965



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of January A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, P. Noah Coleman hereby certify that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of Coleman Concrete, Inc. I hereby certify the
(Name of Corporation)
following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly
called and held on 12/17/24, at which a quorum of the Directors/shareholders were
(Month Day, Year)
present and voting.

VOTED: That Curtis Dix Coleman (may list more than one person) is
(Printed Name and Title)
duly authorized to enter into contracts or agreements on behalf of

Coleman Concrete, Inc. with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to affect 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: 4/29/2025

ATTEST: P. Noah Coleman
(Signature)

Corporate Bylaws

I, P. Noah Coleman, hereby certify that I am duly elected
(Printed First and Last Name)

Clerk/Secretary/Officer of Coleman Concrete, Inc. I hereby certify
(Name of Corporation)
the following is a true copy of the current Bylaws or Articles of Incorporation of the
Corporation and that the Bylaws or Articles of Incorporation authorize the following officers
or positions to bind the Corporation for contractual obligations.

Curtis Dix Coleman / President

(list officer titles or position)

P. Noah Coleman / Vice President /
Secretary / Registered Agent / Clerk

(list officer titles or position)

(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Curtis Dix Coleman
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for ninety (90) days from the date of this certificate.

DATED: 4/29/2025

ATTEST: P. Noah Coleman
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE PERIOD (YYYY)
01/27/2025

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

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

PRODUCER: Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kelley Massey PHONE (INC. No. Ext): (603) 899-3218 FAX (INC. No.): (603) 645-4331 E-MAIL ADDRESS: kmassey@crossagency.com
INSURED: Coleman Concrete, Inc. 9 NH Route 113 Conway NH 03819-0505		INSURER(S) AFFORDING COVERAGE: INSURER A: Fireman's Ins. Co. of Washington D.C. 21784 INSURER B: Acadia Ins Co. 31325 INSURER C: Wheelchester Surplus Lines Ins Co 10172 INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: 25-26 All Risks 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.

LINE LTR	TYPE OF INSURANCE	INSURANCE CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPA5594451	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP ADD \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. ACCT <input checked="" type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> TO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5594452-11	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5594453-11	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WPA5516298 (3a) ME & NH	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella		G48612763.001	01/01/2025	01/01/2026	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).
Refer to policy for exclusions, endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Administrative Services
Bureau of Purchase & Property
25 Capitol St, Room 102
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelley Massey AAJ, CRIS