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State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

December 29, 2017

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 contract with Raymond's Landscaping, LLC, Concord, NH (VC#223766) for a total price not to exceed \$150,000 for excavation and paving services as needed in the event of an underground steam leak failure. Effective upon Governor and Executive Council approval through June 30, 2019 with the option to extend the contract subject to Governor and Council approval for an additional two (2) one-year terms.

The cost for the contract will be paid contingent upon availability and continued appropriations through various individual Department of Administrative Services budgeted utility line expenditures.

**EXPLANATION**

This contract is for excavation and paving as needed for steam pipe repair work related to the Concord Steam conversion at both the Downtown State House Complex Loop and the Governor Hugh Gallen Office Park locations. This contract will provide excavating services in the event of an underground steam leak failure. Currently the State of New Hampshire is operating four large temporary steam boilers that provide a steam source to heat over 20 buildings in downtown Concord and the State Office Park South campus. This is done by tapping into the old Concord Steam underground lines. These lines are very old and have experienced multiple failures each year. If a steam leak occurs the result would be a loss of steam pressure to provide heat to the buildings. This contract will allow us to quickly excavate the failed pipe and perform repairs. The response time, as agreed with the contractor, is less than four hours. Another contract is being assembled to perform the mechanical repairs required to fix the leak.

A Request for Bid (#2018-199) was posted on the State's website from November 1, 2017 through November 14, 2017. Three (3) bids were received and Raymond's Landscaping, LLC was awarded the contract for being the lowest bidder.

The Department of Administrative Services requests approval of this contract.

Respectfully submitted,

Charles M. Arlinghaus  
Commissioner

**Excavating and Paving Services Bid #2018-199**  
**Responses Received**

<b>Company</b>	<b>Bid Amount</b>
Raymond's Landscaping Concord, NH	\$72,045.00
R.H. White Construction Bow, NH	\$100,880.00
Gelinas Excavation Penacook, NH	\$108,700.00

Subject: Excavating and Paving Services

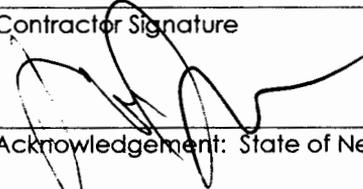
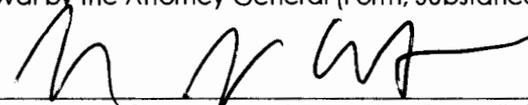
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Administrative Services, General Services		1.2 State Agency Address 25 Capitol St, Rm 408, Concord NH 03301	
1.3 Contractor Name Raymond's Landscaping, LLC		1.4 Contractor Address 211 Bog Road, Concord, NH 03303	
1.5 Contractor Phone Number 603-496-2804	1.6 Account Number 223766	1.7 Completion Date 30 June 2019 <del>19 December 2017</del>	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Ronald White, Administrator IV		1.10 State Agency Telephone Number 603-271-3148	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Jeffrey Raymond, Owner Raymond's Landscaping LLC	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack  On 19 December, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                       [Seal]                 </div> <div style="width: 50%; text-align: right;"> <b>ANGELA K. RAYMOND</b>                      Justice of the Peace - New Hampshire                      My Commission Expires September 27, 2022                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
Date: 1/4/18			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 1/5/2018			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials   
Date 12/19/2017

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. 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.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. 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.

**24. 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 relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Raymond's Landscaping, LLC (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, General Services, with Excavating and Paving Services in accordance with the bid/proposal submission in response to State BID 2018-199 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A        Scope of Services
- c. EXHIBIT B        Payment Terms
- d. EXHIBIT C        Special Provisions
- e. EXHIBIT D        BID 2018-199

**3. TERM OF CONTRACT**

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on June 30, 2019, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

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

**4. SCOPE OF WORK**

The "Excavating and Paving Services" shall include the following at a minimum:

- a. Excavating areas to support steam pipe repairs including backfilling and paving, providing any required materials and equipment.
- b. Provide any other services necessary to perform excavating and paving related to steam repair work.

The Contractor shall provide "Excavating and Paving Services" at the below locations:

State House Complex Steam Loop	Park, School Street, and adjoining state buildings and grounds, Concord N.H.
Governor Hugh Gallen Office Park	105 Pleasant Street and adjoining grounds and buildings, Concord N.H.

- After call from State of NH representative, respond on site within 2 hours

- Review location of leak with State Representative to discuss course of action and develop a Method of Procedure
- Contractor to notify Dig Safe of an Emergency Excavation, prep mark area for DigSafe.
- Contractor if applicable to notify City of Concord. (all sidewalk and roadway excavation will require City of Concord involvement)
- All City of Concord permits are responsibility of Contractor. Obtain as required.
- With direction from State Representative as to location, after DigSafe marking of area, sawcut concrete or pavement to prepare for excavation of leak area.
- Excavate to pipe and then hand shovel around leak area to expose failed section of pipe.
- Clear around pipe area to be replaced up to 12" around pipe
- If pipe is surrounded by Thermite a white powder, this is a benign insulation, if pipe is wrapped with insulation this will require an abatement of Asbestos. The State representative with then contact RPF Environmental to set up a site monitoring during abatement.
- After pipe is prepped for repair, been repaired and leak tested, using Thermite, surround the pipe 4-6" circumference in thickness.
- Backfill hole with sand, compacting every 1 foot, of material.
- Topcoat sidewalk or Roadway according to City of Concord specifications. These repairs, by City standards, require a rework 30 days after settling of the area.

All services performed under this Contract(s) shall be performed at the discretion of Administrative Services. All work hours shall be pre-approved by the Contracting Officer. Off hour and Holiday work rates to be included in the pricing.

The Contractor shall not commence work until a conference is held with Administrative Services at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

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 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.

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.

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

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.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.



The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State BID 2018-199, as described herein, and under the terms of this Contract.

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.

## **7. 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.

## **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide excavating and paving services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of **\$150,000.00**; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2019.

**2. PRICING STRUCTURE**

Description	Unit of Measure	Estimated Qty	Unit Cost \$	Extended Cost
Operator plus excavator	Hour	200	\$125.00	\$25,000.00
Laborers	Hour	800	\$32.00	\$25,600.00
Compactor	Day	20	\$100.00	\$2,000.00
Reclaim	Yard	100	\$20.00	\$2,000.00
Trucking 6 wheeler	Hour	100	\$70.00	\$7,000.00
Clean sand	Yard	300	\$8.80	\$2,640.00
Stone	Yard	100	\$12.30	\$1,230.00
Paving	Ton	5	\$75.00	\$375.00
Trucking 1 ton	Hour	100	\$60.00	\$6,000.00
Saw cutting	Foot	200	\$1.00	\$200.00
			<b>TOTAL</b>	<b>\$72,045.00</b>

**3. 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.

Please send invoice to:

State of NH, Admin Services, General Services, 25 Capitol St, RM 408, Concord NH 03301

**4. PAYMENT**

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

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions with this contract.

**EXHIBIT D**

BID 2018-199 is incorporated here within.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: ANDY 2017

Company Name: \_\_\_\_\_  
Address: Raymond's Landscaping LLC  
211 Bog Road  
Concord, NH 03303

To: Point of Contact: **Melissa Girard**  
Telephone: (603)-271-1412  
Fax: (603) 271-1113  
Email: Melissa.Girard@nh.gov

RE: Bid Invitation Name: **Excavating and Paving Services**  
Bid Number: **BID 2018-199**  
Bid Posted Date (on or by): **November 1, 2017**  
Bid Closing Date and Time: **November 14, 2017 @ 1:30 PM (EST)**  
Dear **Melissa Girard**:

[Insert name of signor] JEFFREY RAYMOND, on behalf of RAYMOND'S LANDSCAPING LLC [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2018-199 for Excavating and Paving Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 2 years from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title OWNER

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: MERRIMACK STATE: NH ZIP: 03303

On the 14<sup>TH</sup> day of NOVEMBER, 2017, personally appeared before me, the above named JEFFREY RAYMOND, in his/her capacity as authorized representative of RAYMOND'S known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief. UNEXCADING LLC

In witness hereof, I hereunto set my hand and official seal.

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: DONNA L. RAYMOND (Date)  
Justice of the Peace - New Hampshire  
My Commission Expires March 8, 2022

Form P37-A

**REQUEST FOR BID FOR Excavating and Paving SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for Excavating and Paving services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract. This contract shall not exceed \$150,000.00

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of General Services by email to [Melissa.Girard@nh.gov](mailto:Melissa.Girard@nh.gov). All bids shall be clearly marked with bid number, date due and point of contact's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-1412.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of General Services no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Point of Contact or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Melissa Girard at the following address: [Melissa.Girard@nh.gov](mailto:Melissa.Girard@nh.gov)

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the State of New Hampshire, Bureau of General Services no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of General Services may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

11/01/2017	Bid Solicitation distributed on or by
11/13/2017	Last day for questions, clarifications, and/or requested changes to bid
11/14/2017	1:30 (EST) PM Bid Closing
12/1/2017	Implementation of Contract

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall be from November 1, 2017, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2019, a period of approximately two (2) years,

**AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract. If an award is made it shall be, in the form of a State of New Hampshire Contract.

Any resulting contract shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential shall be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You shall also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of General Services) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and shall no longer be allowed to proceed in the award process.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filling the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), shall **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor shall have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

**PAYMENT:**

Payment method (P-Card or ACH). Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <http://www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P>. Eligible participants shall negotiate their own payment methods with awarded vendor.

**INVOICING:**

Invoices shall be submitted after completion of work to the State of NH, Admin Services, General Services, 25 Capitol St, Rm 408, Concord NH 03301. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of General Services with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and

- Complete all other required information on your offer (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page shall be notarized to be an official submission.

**IF AWARDED A CONTRACT:**

The Contractor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described in Item 14 of the form # P-37.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

**SCOPE OF SERVICES:**

The "Excavating and Paving Services" shall include the following at a minimum:

- Excavating areas to support steam pipe repairs including backfilling and paving, providing any required materials and equipment.
- Provide any other services necessary to perform excavating and paving related to steam repair work.

The Vendor shall provide "Excavating and Paving Services" at the below locations:

State House Complex Steam Loop	Park, School Street, and adjoining state buildings and grounds, Concord N.H.
Governor Hugh Gallen Office Park	105 Pleasant Street and adjoining grounds and buildings, Concord N.H.

- After call from State of NH representative, respond on site within 2 hours
- Review location of leak with State Representative to discuss course of action and develop a Method of Procedure
- Vendor to notify Dig Safe of an Emergency Excavation, prep mark area for DigSafe.
- Vendor if applicable to notify City of Concord. (all sidewalk and roadway excavation will require City of Concord involvement)
- All City of Concord permits are responsibility of Vendor. Obtain as required.
- With direction from State Representative as to location, after DigSafe marking of area, sawcut concrete or pavement to prepare for excavation of leak area.
- Excavate to pipe and then hand shovel around leak area to expose failed section of pipe.
- Clear around pipe area to be replaced up to 12" around pipe
- If pipe is surrounded by Thermite a white powder, this is a benign insulation, if pipe is wrapped with insulation this will require an abatement of Asbestos. The State representative will then contact RPF Environmental to set up a site monitoring during abatement.
- After pipe is prepped for repair, been repaired and leak tested, using Thermite, surround the pipe 4-6" circumference in thickness.
- Backfill hole with sand, compacting every 1 foot, of material.

- Topcoat sidewalk or Roadway according to City of Concord specifications. These repairs, by City standards, require a rework 30 days after setting of the area.

All services performed under this Contract(s) shall be performed at the discretion of Administrative Services. All work hours shall be pre-approved by the Contracting Officer. Off hour and Holiday work rates to be included in the pricing.

The Vendor shall not commence work until a conference is held with Administrative Services at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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.

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

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.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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.

**WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment and services awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the services are completed, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAYMOND'S LANDSCAPING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2005. 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: 545007



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of June A.D. 2017.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

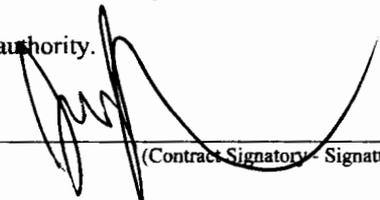
**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, JEFFREY RAYMOND, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of RAYMOND'S LANDSCAPING LLC.  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind RAYMOND'S LANDSCAPING LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

  
\_\_\_\_\_  
(Contract Signatory - Signature)

19 DEC 2017  
\_\_\_\_\_  
(Date)

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 19<sup>th</sup> day of DECEMBER 20 17, before me ANGELA RAYMOND,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JEFFREY RAYMOND, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

  
\_\_\_\_\_  
(Notary Public / Justice of the Peace -Signature)

Commission Expires: ANGELA K. RAYMOND  
Justice of the Peace – New Hampshire  
My Commission Expires September 27, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2017

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

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

<b>PRODUCER</b> <b>FIAI/Cross Insurance</b> 1100 Elm Street  <b>Manchester NH 03101</b>	<b>CONTACT NAME:</b> Lynn Blanchard, CIC, CISR <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> lblanchard@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Raymond's Landscaping LLC</b> c/o Jeffrey Raymond 211 Bog Road <b>Concord NH 03303</b>	<b>INSURER A:</b> Ohio Security Ins Co <b>NAIC #</b> 24082	<b>INSURER B:</b> Ohio Casualty Insurance Company <b>NAIC #</b> 24074
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 17-18 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BKS56885815	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS56885815	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Business Auto Enhancement \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US056885815	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS56885815 (3a.) NH All officers included	10/14/2017	10/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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)  
 Various Work/snow plowing services

<b>CERTIFICATE HOLDER</b> Melissa.Girard@nh.gov  State of New Hampshire Administrative Services General Services 25 Capitol Street, Room 408 Concord, NH 03301	<b>CANCELLATION</b> 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 J Harrison, V.P./JSC
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