

49 JRC



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

April 15, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a contract with the Groundhog Landscaping and Property Maintenance, Inc. (VC #157666), Londonderry, NH in the amount of \$142,026 for bi-annual beach cleaning services at Hampton Beach State Park upon Governor and Executive Council through September 25, 2015. 100% Hampton Meters Fund

Funding is available in accounts titled, Hampton Meters, as follows and pending budget approval for Fiscal Year 2016:

		<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>
03-35-35-351510-73000000-103-502664-35P03011	Contract for Op Svcs.	\$22,092	\$74,302	\$45,632

EXPLANATION

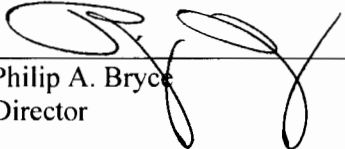
The Division of Parks and Recreation (Division) manages the beach cleaning services at Hampton Beach State Park north to Boars Head each night from May through September. The services are necessary in order to keep the beach clean and remove debris during the operational seasons.

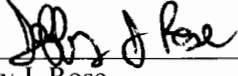
In January 2014, an invitation to submit bids for beach cleaning services at Hampton Beach State Park was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Four (4) contractors attended a mandatory pre-bid meeting on February 4, 2014, of which 3 bid proposals were received on February 13, 2014, and the low bidder was selected. Attached for your information is a summary of the bids received for this project.

The Attorney General's Office has approved the contract as to form, substance and execution.

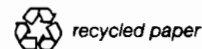
Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffery J. Rose
Commissioner

PAB/JJR/kd



**State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
Planning and Development**

Mandatory Pre-bid List

Bi-annual Beach Cleaning Hampton Beach State Park

Project No. PR-1467

Bidder Information

Contractors:

Lump Sum Bid

Streamline Maintenance 38 Bow Center Rd Bow, NH 03304	\$ 199,888.00
Property Logistics Inc. 4 Monument Sq. PO Box 1253 Hollis, NH 03049	NO BID
Groundhog Landscape PO Box 1316 Londonderry, NH	\$ 142,026.00
Rye Beach Landscape Box 200 Rye Beach, NH 03871	\$ 399,050.00

Bidding Procedure: This project was put out to bid on January 20 2014. It was advertised through the NH Bureau of Purchase and Property Website, NH State ParksWebsite, Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting and Works in Progress. The bidding period went on for four weeks. Bids closed on February 13, 2014 2:00 PM at a public bid opening at the DRED office. Three (3) bids where received and the low bidder, Goundhog Landscaping & Property Maintenance Inc, was accepted in the amount of \$142,026 pending approval by Governor and Executive Council.

Subject:

BI-ANNUAL BEACH CLEANING HAMPTON BEACH STATE PARK PR-146


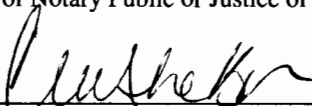

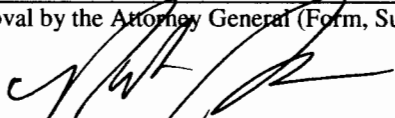
VC: 157666

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 Resources and Economic Development		1.2 State Agency Address PO Box 1856, 172 Pembroke Rd. Concord, NH 03302-1856	
1.3 Contractor Name Groundhog Landscaping + Property Maintenance, Inc.		1.4 Contractor Address PO Box 1316 Londonderry, NH 03053	
1.5 Contractor Phone Number (603) 437-4464	1.6 Account Number 37200000-502664-35P03011	1.7 Completion Date September 25, 2015	1.8 Price Limitation \$142,026.00
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-2606 Ext. 404	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Todd Bahan, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rocungham</u> On <u>Feb 27, 2014</u> , 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 [Seal] 		Christine Bjork, Notary Public My Commission Expires October 21, 2014	
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 Jeffrey J Rose Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/28/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“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. 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.
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.

Contractor Initials **TMB**
Date **2/27/14**

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND ECREATION

PROJECT No. PR-1467

BI-ANNUAL BEACH CLEANING
HAMPTON BEACH STATE PARK
HAMPTON, NH

EXHIBIT A

The intent of the contract is to Provide the State with nightly beach cleaning services at Hampton Beach State Park in Hampton, NH by on or before the completion date. Contractor shall be responsible for all materials, tools, and labor necessary for the Beach Cleaning Services, in compliance with, and as indicated by and in the Department's specifications "Bi-annual beach cleaning" dated January 2014. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

1. Contractor is to provide tractor and operator for the State Park surf rake
2. Contractor is to provide daily upkeep of surf rake such as cleaning, greasing, checking fluids, etc.
3. Contractor to report all fuel consumption on a daily log.
4. The department will provide the primary Barber surf rake & backup surf rake.
5. Contractor is to provide a dump truck for the surf rake to dump into.
6. Contractor is responsible for dumping and disposing of all debris collected by the Barber surf rake, in the dumpster to be provided by State Parks, at the Hampton Beach RV State Park.

EXHIBIT B

FY2014	Upon G&C approval-June 30, 2014	\$22,092.00
FY2015	July 1, 2014-June 30, 2015	\$74,302.00
FY2016	July 1, 2015-September 25, 2015	\$45,632.00
Total contract not to exceed;		\$142,026.00

Payments (net 30) shall be made upon satisfactory completion of services and receipt of itemized invoices.

EXHIBIT C

There are no additional provisions on this contract.

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 Groundhog Landscaping and Property Maintenance, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 25, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of March, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Todd Bahan, President of the
(Corporation Representative Name) (Corporation Representative Title)
Grounds Landscaping Property Maintenance, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
Grounds Landscaping Property Maintenance, Inc. (Corporation Representative Title)
a NH corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

07 day of February, 2014, which meeting was duly held in accordance with
NH law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain _____ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;
The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Todd Bahan President Name

Vice President Name

Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President.

(Title)
of the Corporation and have affixed its corporate seal this ___ day of ___, 20__.

[Signature], president
(Title)

(Seal)

STATE OF NH

COUNTY OF Rochingham

On this the 27 day of Feb, 2014, before me, Todd Bahan, the undersigned officer, personally appeared Todd Bahan, in person, who acknowledge her/himself to be the

President, of Groundhog Landscaping + Property Maintenance, a corporation, and that she/he, as

(Title) (Name of Corporation)
such Groundhog Landscaping being authorized to do so, executed the foregoing instrument for the (Title)

purposes therein contained, by signing the name of the corporation by her/himself as Todd Bahan.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My Commission expires: Christina Birk, Notary Public
My Commission Expires October 21, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2014

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Gail Douglas PHONE (A/C No. Ext): 603-882-2766 FAX (A/C No.): 603-886-4230 E-MAIL ADDRESS: gdouglas@eatonberube.com
	INSURER(S) AFFORDING COVERAGE
INSURED GROLA4 Groundhog Landscaping 4 Commercial Lane Londonderry NH 03053	INSURER A: Acadia Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1178480639

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			255091	9/18/2013	9/18/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA511448310	9/18/2013	9/18/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			255090	9/18/2013	9/18/2014	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A			WCA511448510	9/18/2013	9/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WC NH and MA Owner Excluded: Todd Bahan
 Additional insured applies as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Division of Parks & Recreation
 172 Pembroke Road
 P O Box
 Concord NH 03302

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

AUTHORIZED REPRESENTATIVE

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Lavoie, Leanne

From: Mussey, Edward
Sent: Thursday, May 01, 2014 9:21 AM
To: Lavoie, Leanne
Subject: FW: Revised Exhibit A-C

Leanne,

Please see Todd's response below.

*Edward Mussey
Public Works Project Manager I
State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
Planning and Development
PO Box 1856
172 Pembroke Road
Concord, NH 03302-1856
Tel. No. (603) 271-2606 Ext. 404
Fax. No. (603) 271-2629
edward.mussey@dred.nh.gov
www.nhstateparks.org*

LinkedIn  www.linkedin.com/pub/edward-mussey/34/a55/682/

-----Original Message-----

From: Todd Bahan [<mailto:todd@groundhognh.com>]
Sent: Thursday, May 01, 2014 9:18 AM
To: Mussey, Edward
Subject: RE: Revised Exhibit A-C

Yes I have seen this and understand it.

Thanks Todd

*Todd Bahan
President
O 603-437-4464 Ext 101
F 603-425-2699
C 603-235-8376
todd@groundhognh.com
www.groundhognh.com*





From: Mussey, Edward [mailto:Edward.Mussey@dred.nh.gov]
Sent: Thursday, May 01, 2014 9:11 AM
To: Todd Bahan
Cc: Lavoie, Leanne; Martin, Thomas
Subject: Revised Exhibit A-C

Todd,

Please acknowledge your receipt and agreement to the attached Revised Exhibit A-C.

(Please reply all to this e-mail)

This revision changes your disposal location from the Hampton Transfer station to the Dumpster located at the Hampton Beach RV Park entrance.
Per our conversation this morning.

Thank you.

*Edward Mussey
Public Works Project Manager I
State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
Planning and Development
PO Box 1856
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