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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411  
FAX: 603-271-2629

February 19, 2014

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development to enter into a contract with Rowell's Sewer & Drain, LLC (VC #167877), Franklin, NH, in the amount of \$27,186 for septic pumping and disposal at 8 state park facilities and 2 welcome information centers upon Governor and Executive Council approval from April 1, 2014 through October 31, 2014. 81% Park Fund and 19% Highway Fund
2. Further authorize a 20% contingency in the amount of \$5,437 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. 81% Park Fund and 19% Highway Fund

Funding is available in accounts titled, Service Parks, Mt. Washington, and Hwy Welcome Centers, as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<b><u>FY 2014</u></b>	<b><u>FY 2015</u></b>
03-35-35-351510-37200000-103-502664	Contracts for Op Services		\$18,427
03-35-35-351510-37420000-103-502664	Contracts for Op Services	1,764	3,528
03-35-35-352015-59190000-048-500226	Contractual Maint B&G	4,008	4,896
	<i>Totals:</i>	<b>\$5,772</b>	<b>\$26,851</b>

**EXPLANATION**

Rowell's Sewer & Drain will perform septic pumping and disposal services at 8 state park facilities and 2 welcome information centers (WIC) in order to prevent damage to wastewater systems. Inspections of the systems will also be performed at the time of pumping to foresee and/or prevent any long term problems. The Department is seeking an additional 20% over the contract amount as a contingency should any unforeseen septic issue be found once the septic pumping is performed.

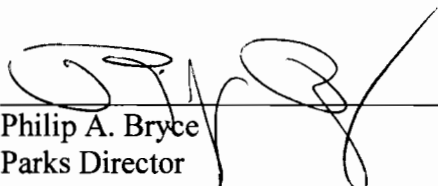
In February 2014, an invitation to submit bids for septic pumping and disposal services at 41 state park facilities, 6 welcome information centers and 1 DRED facility located across the State



of New Hampshire was advertised on the Department of Administrative Services' website. Ten (10) companies submitted bid proposals of which Rowell's Sewer & Drain was the low bid for 8 parks and 2 WIC locations. Attached for your information is the entire bid tabulation received for these services.

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

Respectfully submitted,



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Philip A. Bryce  
Parks Director



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Lori Harnois  
Travel & Tourism Director

Concurred,



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Jeffrey J. Rose  
Commissioner



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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Ahern State Park</u></b>		
	<i>B&amp;S Septic</i>	\$ 112.50
	Rowell's Sewer	\$ 125.00
	Lamprey Suburban	\$ 180.00
<b><u>Androscoggin Wayside</u></b>		
	<i>Bolen's Septic</i>	\$ 150.00
<b><u>Bear Brook State Park</u></b>		
	<i>Lamprey Suburban*</i>	\$ 2,470.00
	Felix Septic	\$ 2,470.00
	Rowell's Sewer	\$ 2,660.00
	Sebastian Septic	\$ 3,800.00
	B&S Septic	\$ 4,275.00
	<i>*Tie - winner drawn by lottery</i>	
<b><u>Beaver Brook Falls</u></b>		
	<i>Henniker Septic</i>	\$ 190.00
<b><u>Mt. Cardigan State Park</u></b>		
	<i>Lamprey Suburban*</i>	\$ 720.00
	Rowell's Sewer	\$ 720.00
	Stearns Septic	\$ 840.00
	<i>*Tie - winner drawn by lottery</i>	
<b><u>Coleman State Park</u></b>		
	<i>Bolen's Septic</i>	\$ 1,812.50
<b><u>Connecticut Lakes</u></b>		
	<i>Bolen's Septic</i>	\$ 750.00

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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Crawford Notch State Park</u></b>	<i>Lamprey Suburban</i>	\$ 2,677.50
	Rowell's Sewer	\$ 2,730.00
<b><u>Deer Mtn State Park</u></b>	<i>Bolen's Septic</i>	\$ 500.00
<b><u>Dixville Notch State Park</u></b>	<i>Bolen's Septic</i>	\$ 250.00
<b><u>Echo Lake State Park/Cathedral Ledge</u></b>	<i>Rowell's Sewer</i>	\$ 1,296.00
	Lamprey Suburban	\$ 1,836.00
	B&S Septic	\$ 1,980.00
<b><u>Forest Lake State Park</u></b>	<i>Bolen's Septic</i>	\$ 1,000.00
<b><u>Gilson Pond Campground</u></b>	<i>Septic Manager</i>	\$ 1,140.00
	Septic Pro	\$ 1,620.00
<b><u>Great North Woods Regional Office</u></b>	<i>Bolen's Septic</i>	\$ 250.00
<b><u>Greenfield State Park</u></b>	<i>Rowell's Sewer</i>	\$ 6,800.00
	Septic Pro	\$ 9,775.00
	Henniker Septic	\$ 10,200.00
	B&S Septic	\$ 10,412.50

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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Jericho Mtn State Park</u></b>	<i>Bolen's Septic</i>	\$ 2,375.00
<b><u>Kingston State Park</u></b>	<i>Felix Sepite</i>	\$ 2,305.80
	Sebastian Septic	\$ 3,294.00
	B&S Septic	\$ 4,035.15
<b><u>Lafayette State Park</u></b>	<i>Rowell's Sewer</i>	\$ 3,450.00
	Lamprey Suburban	\$ 3,600.00
<b><u>Lake Francis State Park</u></b>	<i>Bolen's Septic</i>	\$ 1,500.00
<b><u>Miller State Park</u></b>	<i>Septic Manager</i>	\$ 380.00
	Henniker Septic	\$ 480.00
	Septic Pro	\$ 1,600.00
<b><u>Milan Hill state Park</u></b>	<i>Bolen's Septic</i>	\$ 1,000.00
<b><u>Mollidgewock State Park</u></b>	<i>Bolen's Septic</i>	\$ 750.00
<b><u>Monadnock State Park</u></b>	<i>Septic Manager</i>	\$ 1,263.50
	Henniker Septic	\$ 1,496.25
	Septic Pro	\$ 1,795.00
<b><u>Moose Brook State Park</u></b>	<i>Lamprey Suburban</i>	\$ 2,517.50
	Rowell's	\$ 2,660.00

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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Northwood Meadows State Park</u></b>	<i>B&amp;S Septic</i>	\$ 175.00
<b><u>Odiorne Point State Park</u></b>	<i>Felix Septic</i>	\$ 2,600.00
	B&S Septic	\$ 5,500.00
<b><u>Pawtuckaway State Park</u></b>	<i>Felix Septic</i>	\$ 4,615.00
	Rowell's Sewer	\$ 4,970.00
	Sebastian Septic	\$ 7,100.00
	B&S Septic	\$ 7,987.50
<b><u>Pillsbury State Park</u></b>	Rowell's Sewer	\$ 1,080.00
<b><u>Rollins State Park</u></b>	Rowell's Sewer	\$ 1,000.00
	Henniker Septic	\$ 1,200.00
	Stearns Septic	\$ 1,300.00
	B&S Septic	\$ 1,375.00
	Lamprey Suburban	\$ 1,500.00
<b><u>Rye Harbor State Park</u></b>	<i>Felix Septic</i>	\$ 280.00
	Sebastian Septic	\$ 400.00
	B&S Septic	\$ 550.00
<b><u>Seacoast Science Center</u></b>	<i>Felix Septic</i>	\$ 665.00
	B&S Septic	\$ 1,306.25



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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Sunapee State Park</u></b>		
	<i>Felix Septic</i>	\$ 2,100.00
	Rowell's Sewer	\$ 2,700.00
	Henniker Septic	\$ 3,600.00
	Stearns Septic	\$ 3,900.00
	B&S Septic	\$ 11,250.00
<b><u>Wadleigh State Park</u></b>		
	<i>Felix Septic</i>	\$ 975.00
	Rowell's Sewer	\$ 1,350.00
	Henniker Septic	\$ 1,500.00
	B&S Septic	\$ 2,062.50
<b><u>Wallis Sands State Park</u></b>		
	<i>Felix Septic</i>	\$ 1,495.00
	Sebastian Septic	\$ 2,300.00
	B&S Septic	\$ 3,162.50
<b><u>Wellington State Park</u></b>		
	<i>Rowell Septic*</i>	\$ 1,400.00
	Lamprey Suburban	\$ 1,400.00
	<i>*Tie - winner drawn by lottery</i>	
<b><u>Wentworth Mansion</u></b>		
	<i>Felix Septic</i>	\$ 490.00
	Sebastian Septic	\$ 700.00
	B&S Septic	\$ 962.50

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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Wentworth State Park</u></b>		
	<i>Felix Septic</i>	\$ 1,400.00
	Rowell's Sewer	\$ 2,000.00
	Sebastian Septic	\$ 2,000.00
	Lamprey Suburban	\$ 2,200.00
	B&S Septic	\$ 2,750.00
<b><u>White Lake State Park</u></b>		
	<i>Lamprey Suburban</i>	\$ 4,988.00
	Rowell's Sewer	\$ 5,104.00
	B&S Septic	\$ 6,380.00
	Sebastian Septic**	\$ 4,240.00
	**Bid 1/2 season	
<b><u>Winslow Lake State Park</u></b>		
	<i>Rowell's Sewer</i>	\$ 330.00
	Stearn Septic	\$ 420.00
<b><u>Mt Washington State Park</u></b>		
	<i>Rowell's Sewer</i>	\$ 4,410.00
	Lamprey Suburban	\$ 4,500.00
<b><u>Umbagog State Park</u></b>		
	<i>Bolen's Septic</i>	\$ 4,080.00
<b><u>Springfield WIC</u></b>		
	<i>Rowell's Sewer</i>	\$ 5,440.00
	Stearns Septic	\$ 8,320.00
	Henniker Septic	\$ 9,120.00
	B&S Septic	\$ 9,600.00

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

**Bid Results**  
**Septic Tank Pumping & Disposal**  
**2014-2015**

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<b><u>Sanbornton WIC</u></b>		
	<i>Felix Septic</i>	\$ 975.00
	Lamprey Suburban	\$ 1,050.00
	Rowell's Sewer	\$ 1,275.00
	B&S Septic	\$ 2,062.50
<b><u>Canterbury WIC</u></b>		
	<i>Felix Septic</i>	\$ 2,275.00
	Lamprey Suburban	\$ 2,975.00
	Rowell's Sewer	\$ 2,975.00
	Henniker Septic	\$ 3,325.00
	B&S Septic	\$ 3,937.50
<b><u>Sutton WIC</u></b>		
	<i>Felix Septic</i>	\$ 2,275.00
	Rowell's Sewer	\$ 2,975.00
	Henniker Septic	\$ 3,500.00
	B&S Septic	\$ 4,287.50
	Stearns Septic	\$ 4,550.00
<b><u>Colebrook WIC</u></b>		
	<i>Bolen's Septic</i>	\$ 1,125.00
<b><u>Littleton WIC</u></b>		
	<i>Rowell's Sewer</i>	\$ 1,980.00
<b><u>DRED Warehouse</u></b>		
	<i>Felix Septic</i>	\$ 210.00
	Rowell's Sewer	\$ 255.00



Subject: Septic Pumping & Disposal VC: 167877 FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">Department of Resources &amp; Economic Development</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">PO Box 1856, 172 Pembroke Road, Concord, NH 03302</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Rowell's Sewer &amp; Drain, LLC</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">25 Carr Street, Franklin, NH 03235</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">603-934-4145</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">See Attached</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">October 31, 2014</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;"><del>\$32,623.20</del> \$ 37,184</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Karen Dorsett, Accountant</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-3728</span>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">Mandie Hagan, Owner</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">MERRIMAC</span> On <span style="border: 1px solid black; padding: 2px;">2/6/14</span> , 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] <span style="float: right; font-size: small;">AMANDA MIX, Notary Public My Commission Expires July 20, 2015</span>			
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px; font-size: large;">Amanda Mix, Notary</span>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Jeffrey J. Rose, Commissioner</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <span style="border: 1px solid black; padding: 2px;">N/A</span> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <span style="border: 1px solid black; padding: 2px; font-size: large;">3/10/14</span>			
1.18 Approval by the Governor and Executive Council By:  On:			

RECEIVED

FEB 12 2014

D.R.E.D.

**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 MH  
Date 2/9/14 ✓





**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

Contractor Initials MH  
Date 2/2/14



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.

Contractor Initials   MH   ✓  
Date   2/8/14   ✓



**Attachment 1.6**  
**Account Number Breakdown by Park and WIC**

**Service Parks:**

	<u><b>FY2014</b></u>	<u><b>FY2015</b></u>
03-35-35-351510-37200000-103-502664-35P01911		\$1,296
03-35-35-351510-37200000-103-502664-35P02711		\$6,800
03-35-35-351510-37200000-103-502664-35P09111		\$1,400
03-35-35-351510-37200000-103-502664-35P06511		\$1,080
03-35-35-351510-37200000-103-502664-35P07111		\$1,000
03-35-35-351510-37200000-103-502664-35P07711		\$ 330
03-35-35-351510-37200000-103-502664-35P04411		\$3,450
<i>Sub Total:</i>		\$15,356

**Mt Washington:**

03-35-35-351510-37420000-103-502664-35M00311	\$1,470	\$2,940
<i>Sub Total:</i>	\$1,470	\$2,940

**Hwy Welcome Centers:**

03-35-35-352015-59190000-048-500226-35U42399	\$1,360	\$4,080
03-35-35-352015-59190000-048-500226-35U41399	\$1,980	
<i>Sub Total:</i>	\$3,340	\$4,080
<i>Grand Total:</i>	\$4,810	\$22,376



State of New Hampshire  
Department of Resources and Economic Development

**EXHIBIT A**

Provide all labor, equipment, and materials, including transportation necessary to access, pump out, and dispose of the contents of septic tanks located at the following locations:

Echo SP	7,200 gallons	Schedule: July & Sept 2014
Greenfield SP	42,500 gallons	Schedule: Oct 2014
Wellington SP	7,000 gallons	Schedule: Sept 2014
Pillsbury SP	4,500 gallons	Schedule: Sept 2014
Winslow SP	1,500 gallons	Schedule: On Call
Mt Washington SP	9,000 gallons	Schedule: June, Aug, Sept 2014
Springfield WIC	32,000 gallons	Schedule: May & Oct 2014
Littleton WIC	11,000 gallons	Schedule: May 2014
Lafayette Cmpgrd	15,000 gallons	Schedule: On Call
Rollins SP	5,000 gallons	Schedule: On Call

**EXHIBIT B**

Contractor to submit monthly itemized invoices for septic pumping at the above mentioned state parks.

<u>Cost per Disposal</u>	<u>Park Location</u>	<u>Total Cost Not to Exceed</u>
.18 per gallon	Echo SP	\$1,296
.16 per gallon	Greenfield SP	\$6,800
.20 per gallon	Wellington SP	\$1,400
.24 per gallon	Pillsbury SP	\$1,080
.22 per gallon	Winslow SP	\$ 330
.49 per gallon	Mt Washington SP	\$4,410
.17 per gallon	Springfield WIC	\$5,440
.18 per gallon	Littleton WIC	\$1,980
.23 per gallon	Lafayette Cmpgrd	\$3,450
.20 per gallon	Rollins SP	\$1,000

FY 2014: \$ 4,810

FY 2015: \$22,376

**TOTAL CONTRACT NOT TO EXCEED: \$27,186**

**EXHIBIT C**

There are no additional or special provisions in this contract.

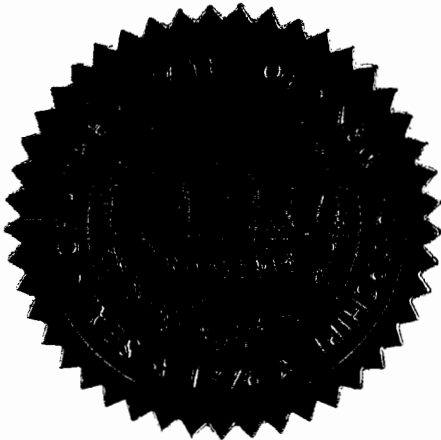




# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Rowell's Sewer & Drain, LLC is a New Hampshire limited liability company formed on December 18, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 3<sup>rd</sup> day of February, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





**Rowell's  
Sewer & Drain  
Franklin, NH  
934-4145**

January 21, 2014

State of New Hampshire  
Department of Resources and Economic Development  
Division of Parks and Recreation  
Attn: Karen Dorsett, Program Specialist  
PO Box 1856  
Concord, NH 03302-1856

Dear Karen:

This letter shall serve as verification that Mandie L. Hagan is authorized to enter into contracts with the State of New Hampshire to provide septic services for the NH State Parks.

Sincerely,

Deborah A. Rowell  
Rowell's Sewer & Drain LLC

SIGNED AND SWORN BEFORE ME THIS 21<sup>ST</sup> DAY  
OF JANUARY, 2014.

AMANDA MOX, Notary Public  
My Commission Expires July 23, 2015





# CERTIFICATE OF LIABILITY INSURANCE

ROWEL-2

OP ID: KA

DATE (MM/DD/YYYY)

04/24/2013

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> Melcher&Prescott-Moultonboro PO Box 1125 Moultonboro, NH 03254-1125	Phone: 603-476-8000 Fax: 603-476-5785	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Rowell's Sewer & Drain LLC 25 Carr Street West Franklin, NH 03235	<b>INSURER A : Continental Western Ins. Co.</b>		<b>10804</b>
	<b>INSURER B : Union Insurance Company</b>		<b>25844</b>
	<b>INSURER C : Acadia Insurance Company</b>		<b>31325</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****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			CPA0175007-17	04/02/2013	04/02/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CAA0175008-18	04/02/2013	04/02/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUA0175010-17	04/02/2013	04/02/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	0				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0175009-17	04/02/2013	04/02/2014	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N					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)

States Covered: NH  
 Officer Exclusion does not apply

**CERTIFICATE HOLDER**

STATE15

State of New Hampshire  
 Dept of Resources & Economic  
 Develop., Div of Parks & Rec.  
 172 Pembroke Rd, PO Box 1856  
 Concord, NH 03302-1856

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Dorsett, Karen

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From: Mandie Hagan <happypumper@rowellseptic.com>  
Sent: Monday, February 24, 2014 2:47 PM  
To: Dorsett, Karen  
Subject: Re: Septic Pumping Contract-Changes

That is fine with me.  
Thanks,  
Mandie

On Wed, Feb 19, 2014 at 11:20 AM, Dorsett, Karen <[Karen.Dorsett@dred.nh.gov](mailto:Karen.Dorsett@dred.nh.gov)> wrote:

Dear Mandie,

It was just brought to my attention that the contingency amount (\$5,437.20) should not be included on page 1 of the contract. The amount stated in section 1.8 should be the bid amount (\$27,186.00) only. I am requesting authorization to manually change the amount on the contract from \$32,623.20 to \$27,186.00. Although, we will still seek approval from the Governor and Executive Council for the contingency portion of \$5,437.20 which is noted in Exhibit B.

If you have any questions, please feel free to call or email.

Thanks,

Karen

*Karen Dorsett, State Parks Accountant*

State of New Hampshire

Department of Resources and Economic Development

