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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

March 13, 2017

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

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development (Department) to enter into a contract with Marlin Environmental d/b/a Hartigan (VC #163286), Middlesex, VT, in the amount of \$84,402 for septic pumping and disposal at 2 historic sites, 12 state park facilities, and 1 welcome information center upon Governor and Executive Council approval through October 31, 2019. **97% Agency Income and 3% Other Funds** (*Welcome Information Centers are funded with Highway Funds transferred from the Department of Transportation*)
2. Further authorize a 20% contingency in the amount of \$16,881 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. **97% Agency Income and 3% Other Funds** (*Welcome Information Centers are funded with Highway Funds transferred from the Department of Transportation*)

Funding is available as follows pending budget approval for Fiscal Years 2018, 2019 and 2020:

	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
03-35-35-351010-34020000 Bureau of Historic Sites 103-502664 Contracts for Op Services	\$966	\$1,518	\$1,518	\$552
03-35-35-351510-37200000 Service Parks 103-502664 Contracts for Op Services	\$5,234	\$23,015	\$24,167	\$16,773
03-35-35-352015-59190000 Hwy Welcome Centers 048-500226 Contractual Maintenance B&G	\$3,420	\$9,180	\$9,180	\$5,760
<i>Totals:</i>	\$9,620	\$33,713	\$34,865	\$23,085

EXPLANATION

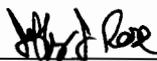
Marlin Environmental d/b/a Hartigan will perform septic pumping and disposal services at 2 historic sites, 12 state park facilities and 1 welcome information center in order to prevent damage to wastewater systems. Inspections of the systems will also be performed at the time of pumping to foresee and/or 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 2017, an invitation to submit bids for septic pumping and disposal services at 5 historic sites, 44 state park facilities, 8 welcome information centers and 1 warehouse facility located across the State of New Hampshire was advertised on the Department of Administrative Services' website. Seven (7) companies submitted bid proposals of which Marlin Environmental d/b/a Hartigan was the low bid for 2 historic sites, 12 state park facilities and 1 welcome information center. 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,





Jeffrey J. Rose
Commissioner

State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
Septic Tank Pumping & Disposal
Bid Results for Bid #17-101

PARK NAME	VENDOR	AWARDED AMOUNT
<u>Ahern State Park</u>	<i>Rowell's</i>	\$315.00
	Lamprey Suburban Septic	\$337.50
<u>Androscoggin Wayside</u>	<i>Bolen's Septic</i>	\$900
<u>Bear Brook State Park</u>	<i>Marlin Environmental</i>	\$6,840
	Felix Septic	\$7,470
	Lamprey Suburban Septic	\$7,410
	Rowell's	\$7,980
	Henniker Septic	\$10,545
<u>Beaver Brook Falls</u>	<i>Bolen's Septic</i>	\$300
<u>Mt. Cardigan State Park</u>	<i>Rowell's</i>	\$2,340
	Lamprey Suburban Septic	\$2,430
<u>Chesterfield Gorge</u>	<i>Rowell's</i>	\$3,360
<u>Coleman State Park</u>	<i>Bolen's Septic</i>	\$2,850
	Rowell's	\$5,700
<u>Connecticut Lakes</u>	<i>Bolen's Septic</i>	\$990
<u>Crawford Notch State Park</u>	<i>Lamprey Suburban Septic</i>	\$7,403
	Rowell's	\$7,560
<u>Deer Mtn State Park</u>	<i>Bolen's Septic</i>	\$900
<u>Dixville Notch State Park</u>	<i>Bolen's Septic</i>	\$400
<u>Echo Lake State Park/Cathedral Ledge</u>	<i>Rowell's</i>	\$7,056
	Lamprey Suburban Septic	\$7,992
<u>Forest Lake State Park</u>	<i>Marlin Environmental</i>	\$840
	Bolen's Septic	\$1,350
<u>Franklin Pierce Homestead</u>	<i>Felix Septic</i>	\$855
	Marlin Environmental	\$855
<u>Gilson Pond Campground</u>	<i>Stone's Septic</i>	\$3,363.75
	Lamprey Suburban Septic	\$7,331.25
	Rowell's	\$7,590
<u>Great North Woods Regional Office</u>	<i>Bolen's Septic</i>	\$450
<u>Greenfield State Park</u>	<i>Felix Septic</i>	\$19,170
	Henniker Septic	\$19,702.50
	Rowell's	\$22,365
<u>Jericho Mtn State Park</u>	<i>Bolen's Septic</i>	\$5,225
<u>Kingston State Park</u>	<i>Marlin Environmental</i>	\$8,149.50
	Felix Septic	\$9,236.10
<u>Lake Francis State Park</u>	<i>Bolen's Septic</i>	\$4,275
<u>Milan Hill State Park</u>	<i>Bolen's Septic</i>	\$3,960
	Rowell's	\$4,800
<u>Mollidgewock State Park</u>	<i>Bolen's Septic</i>	\$4,500
	Rowell's	\$5,040
<u>Monadnock State Park</u>	<i>Rowell's</i>	\$6,783
<u>Moose Brook State Park</u>	<i>Marlin Environmental</i>	\$1,800
	Bolen's Septic	\$1,800
<u>Northwood Meadows State Park</u>	<i>Lamprey Suburban Septic</i>	\$1,500

**tie, winner drawn by lottery

**tie, winner drawn by lottery

<u>Odiorne Point State Park</u>	<i>Marlin Environmental</i> Felix Septic	\$4,200 \$5,100
<u>Pawtuckaway State Park</u>	<i>Marlin Environmental</i> Felix Septic Rowell's	\$11,542.50 \$13,680 \$15,390
<u>Pillsbury State Park</u>	<i>Rowell's</i>	\$4,185
<u>Rhododendron</u>	<i>Rowell's</i> Lamprey Suburban Septic	\$3,920 \$4,000
<u>Rollins State Park</u>	<i>Lamprey Suburban Septic</i> Rowell's	\$4,680 \$4,875
<u>Robert Frost Farm</u>	<i>Felix Septic</i> Marlin Environmental	\$660 \$750
<u>Rye Harbor State Park</u>	<i>Marlin Environmental</i> Felix Septic	\$840 \$1,080
<u>Seacoast Science Center</u>	<i>Marlin Environmental</i> Felix Septic	\$3,990 \$5,415
<u>Silver Lake State Park</u>	<i>Felix Septic</i> Marlin Environmental	\$2,100 \$2,100
<u>Sunapee State Park</u>	<i>Lamprey Suburban Septic</i> Rowell's	\$11,025 \$11,700
<u>Umbagog State Park</u>	<i>Bolen's Septic</i>	\$4,940
<u>Wadleigh State Park</u>	<i>Marlin Environmental</i> Rowell's	\$5,175 \$5,625
<u>Wallis Sands State Park</u>	<i>Marlin Environmental</i> Felix Septic Rowell's	\$4,830 \$6,555 \$6,555
<u>Weeks State Park</u>	<i>Marlin Environmental</i> Bolen's Septic	\$1,380 \$1,800
<u>Wellington State Park</u>	<i>Marlin Environmental</i> Rowell's Lamprey Suburban Septic	\$3,150 \$3,990 \$5,250
<u>Wentworth Coolidge Mansion</u>	<i>Marlin Environmental</i> Felix Septic	\$2,415 \$3,675
<u>Wentworth State Park</u>	<i>Marlin Environmental</i> Lamprey Suburban Septic Rowell's	\$6,300 \$8,437.50 \$10,350
<u>White Lake State Park</u>	<i>Rowell's</i> Lamprey Suburban Septic	\$18,120 \$18,120
<u>Winslow Lake State Park</u>	<i>Lamprey Suburban Septic</i> Rowell's	\$1,800 \$1,860
<u>Mt Washington State Park</u>	<i>Bolen's Septic</i> Lamprey Suburban Septic Rowell's	\$19,950 \$24,795 \$25,650
<u>Springfield WIC</u>	<i>Marlin Environmental</i> Rowell's Henniker Septic Felix Septic	\$22,950 \$24,480 \$28,305 \$29,070
<u>Sanbornton WIC</u>	<i>Lamprey Suburban Septic</i> Marlin Environmental Felix Septic Rowell's	\$7,875 \$7,875 \$7,875 \$7,875

**tie, winner drawn by lottery

**tie, winner drawn by lottery

**tie, winner drawn by lottery

<u>Canterbury WIC</u>	<i>Rowell's</i>	\$7,537.50
	Felix Septic	\$7,875
	Lamprey Suburban Septic	\$7,875
	Henniker Septic	\$9,712.50
<u>Sutton WIC</u>	<i>Felix Septic</i>	\$9,450
	Henniker Septic	\$9,712
	Marlin Environmental	\$9,975
	Rowell's	\$9,975
<u>Colebrook WIC</u>	<i>Bolen's Septic</i>	\$4,050
<u>Littleton WIC</u>	<i>Bolen's Septic</i>	\$10,873.80
<u>Salem WIC</u>	<i>Felix Septic</i>	\$960
<u>N. Conway WIC</u>	<i>Lamprey Suburban Septic</i>	\$1,440
<u>Lafayette Campground</u>	<i>Lamprey Suburban Septic</i>	\$9,300
	Rowell's	\$9,300
<u>DRED Warehouse</u>	<i>Felix Septic</i>	\$720
	Marlin Environmental	\$900
<u>Cannon Mountain</u>	<i>Henniker Septic</i>	\$45,232.50
	Marlin Environmental	\$48,900
	Lamprey Suburban Septic	\$48,900
	Rowell's	\$53,790
<u>Flume Gorge</u>	<i>Lamprey Suburban Septic</i>	\$18,000

**tie, winner drawn by lottery

**Miller State Park received no bids - location removed from sheet

**Septic Tank Pumping & Disposal
Locations Awarded to Marlin Environmental**

PARK NAME	AWARDED AMOUNT
Bear Brook State Park	\$6,840
Forest Lake State Park	\$840
Kingston State Park	\$8,149.5
Moose Brook State Park	\$1,800
Odiorne Point State Park	\$4,200
Pawtuckaway State Park	\$11,542.50
Rye Harbor State Park	\$840
Seacoast Science Center	\$3,990
Wadleigh State Park	\$5,175
Wallis Sands State Park	\$4,830
Weeks State Park	\$1,380
Wellington State Park	\$3,150
Wentworth Coolidge Mansion	\$2,415
Wentworth State Park	\$6,300
Sprinfeld WIC	\$22,950
	\$84,402
Contingency	20%
	\$16,881
	\$101,283

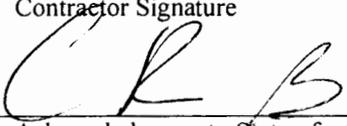
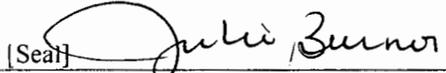
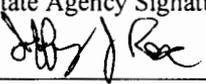
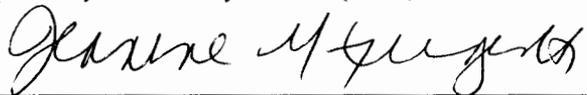
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Resources & Economic Development		1.2 State Agency Address 172 Pembroke Road Concord NH 03301	
1.3 Contractor Name Marlin Environmental dba Hartigan		1.4 Contractor Address 31 Welch Park Drive Middlesex VT 05602	
1.5 Contractor Phone Number 802-223-3452	1.6 Account Number See Attached	1.7 Completion Date October 31, 2019	1.8 Price Limitation \$101,283
1.9 Contracting Officer for State Agency Julie Levesque, Parks' Accountant		1.10 State Agency Telephone Number 603-271-3728	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carl R. Barlin President	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Washington</u> On <u>March 9, 2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Julie Burnor General Manager			
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) (if applicable) By:  On: <u>4/4/17</u>			
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.

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.

Service Parks:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	
03-35-35-351510-37200000-103-502664-35P00311		\$2,736	\$2,736	\$2,736	
03-35-35-351510-37200000-103-502664-35P02311		\$1,008			
03-35-35-351510-37200000-103-502664-35P04311	\$3,260	\$3,260	\$3,260		
03-35-35-351510-37200000-103-502664-35P05311			\$2,160		
03-35-35-351510-37200000-103-502664-35P05911	\$840	\$1,680	\$1,680	\$840	
03-35-35-351510-37200000-103-502664-35P06111		\$4,617	\$4,617	\$4,617	
03-35-35-351510-37200000-103-502664-35P07311	\$336	\$336	\$336		
03-35-35-351510-37200000-103-502664-35P07011	\$798	\$1,596	\$1,596	\$798	
03-35-35-351510-37200000-103-502664-35P08311		\$2,070	\$2,070	\$2,070	
03-35-35-351510-37200000-103-502664-35P08511		\$1,932	\$1,932	\$1,932	
03-35-35-351510-37200000-103-502664-35P09111		\$1,260	\$1,260	\$1,260	
03-35-35-351510-37200000-103-502664-35P09311		\$2,520	\$2,520	\$2,520	
Sub Total:	\$5,234	\$23,015	\$24,167	\$16,773	\$69,189

Historic Sites:

03-35-35-350010-34020000-103-502664-35H08911		\$552	\$552	\$552	
03-35-35-350010-34020000-103-502664-35H09511	\$966	\$966	\$966		
Sub Total:	\$966	\$1,518	\$1,518	\$552	\$4,554

Welcome Centers:

03-35-35-352015-59190000-048-35U42399	\$3,420	\$9,180	\$9,180	\$5,760	\$27,540
Sub Total:	\$3,420	\$9,180	\$9,180	\$5,760	

Grand Total:

\$101,283

**Department of Resources and Economic Development
Division of Parks and Recreation**

Septic Pumping and Disposal Service

EXHIBIT A

Summary of Service

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 during the time frame of May 2017 through October 2019:

Bear Brook State Park	57,000 gallons
Forest Lake State Park	3,000 gallons
Kingston State Park	54,330 gallons
Moose Brook State Park	7,500 gallons
Odiorne Point State Park	30,000 gallons
Pawtuckaway State Park	85,500 gallons
Rye Harbor State Park	6,000 gallons
Seacoast Science Center	28,500 gallons
Wadleigh State Park	22,500 gallons
Wallis Sands State Park	34,500 gallons
Weeks State Park	6,000 gallons
Wellington State Park	21,000 gallons
Wentworth Coolidge Mansion	10,500 gallons
Wentworth State Park	45,000 gallons
Springfield Welcome Information Center	153,000 gallons

EXHIBIT B

Contract Price

Septic Pumping and Disposal Service:	\$ 84,402
Contingency for Unforeseen Circumstances:	<u>\$ 16,880</u>
Total contract shall not exceed:	\$101,283

Method of Payment

Payments shall be made within 30 days after receipt of vendor supplied invoice.

Term

This contract shall commence upon approval from the Governor and Executive Council with a completion date of October 31, 2019.

EXHIBIT C

There are no additional or special provisions in this contract.

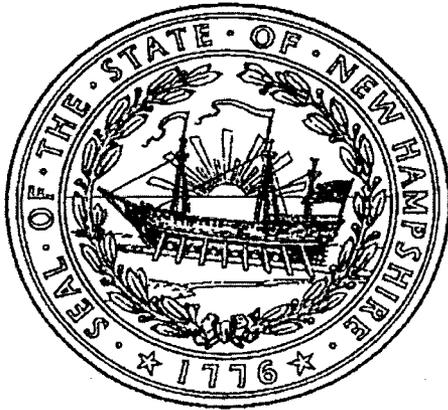
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARLIN ENVIRONMENTAL, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 02, 2007. 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: 575269



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 1st day of March A.D. 2017.

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

William M. Gardner

Secretary of State

MARLIN ENVIRONMENTAL, INC.

GENERAL CERTIFICATE

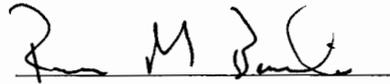
The undersigned, Secretary of Marlin Environmental, Inc., a Delaware corporation (the "Corporation") hereby certifies that:

1. Carl Bailin is the duly appointed President of the Corporation.
2. Attached is a true and corrected copy of the Resolutions of the Corporation adopted by Written Consent of the Board of Directors approving the execution and delivery by the Company of certain documents and instruments in connection with the provision of Septic Pumping and Disposal Services for the State of New Hampshire. As of the date hereof, such Resolutions and Written Consent are in full force and effect and have not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand this 9 day of March 2017.

MARLIN ENVIRONMENTAL, INC.

By:



Name: Renée Bailin

Title: Secretary

MARLIN ENVIRONMENTAL, INC.

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
TO ACTION TAKEN IN LIEU OF MEETING THEREOF**

(Pursuant to Section 141(f) of the General Corporation Law of Delaware)

The undersigned, being of the members of the Board of Directors of Marlin Environmental, Inc. a Delaware corporation (the "Corporation"), hereby consent to the following actions taken by the Board of Directors in lieu of a meeting of said Directors on said matters.

WHEREAS, The Department of Resources & Economic Development, Division of Parks and Recreation Services of the State of New Hampshire (the "Department") has requested bids for the provision of Septic Pumping and Disposal Services (the "Services")

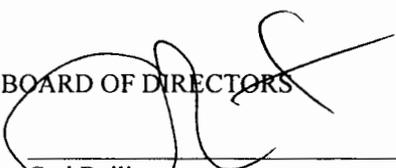
WHEREAS, the Corporation submitted the lowest bid to provide the Services;

WHEREAS, the Department requires that the Corporation execute and/or deliver certain documents and instruments in connection with the provision of the Services by the Corporation, including, without limitation, (i) the Department's Form P-37 together with Exhibits, A, B and C thereto, (ii) this Written Consent, (iii) a certificate from the Secretary of the Corporation, (iv) a certificate of Good Standing and (v) an insurance certificate (all of the forgoing documents and instruments, collectively, the "Services Documents").

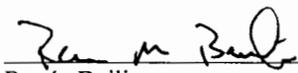
NOW THEREFORE, BE IT RESOLVED, that the Corporation hereby approves the execution, delivery, and performance of the Services Documents, Carl Bailin, the President of the Corporation, is hereby authorized to act on the behalf of the Corporation to execute and deliver the Services to and in favor of the Department in form and substance satisfactory to and approved by the President. Each of the President, the Vice President, the Treasurer and the Secretary of the Corporation (collectively, the "Authorized Officers") is hereby authorized to act in connection with the provision of the Services of the Corporation. The Department may rely on this Written Consent until written notice of its revocation shall been delivered to and received by the Department. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

WHEREUPON, the undersigned, being all of the Directors of the Corporation have executed this as of this 9 day of March, 2017.

BOARD OF DIRECTORS



Carl Bailin



Renée Bailin



CERTIFICATE OF LIABILITY INSURANCE

HARTI-2

OP ID: KB

DATE (MM/DD/YYYY)
03/16/2016

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 Kinney Pike - Randolph 42 Meadow Lane Randolph, VT 05060 Jake Obar	CONTACT NAME: Karen Larocque PHONE (A/C, No, Ext): 802-728-4434 E-MAIL ADDRESS: klarocque@kinneypike.com	FAX (A/C, No): 802-728-4625	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Marlin Environmental, Inc dba Hartigan Company, C&R Services of Southwest Florida, Inc dba A1 Gator Septic 31 Welch Park Drive Middlesex, VT 05602	INSURER A: Hanover Insurance Company		22292
	INSURER B: Star Insurance Company		18023
	INSURER C: Tokio Marine Speciality Ins Co		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blink Add'l Insure form 421-2918 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHVA249563	03/29/2016	03/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> TOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ADVA250156	03/29/2016	03/29/2017	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHVA249562	03/29/2016	03/29/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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"/> N/A		WC0820887	03/29/2016	03/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		IHVA21332700	03/29/2016	03/29/2017	Sch Equip
C	Pollution Liab		PPK1469436	03/29/2016	03/29/2017	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, Dept
of Resources & Economic
Development, Division of Parks
& Recreation, 172 Pembroke Rd
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Karen Larocque