



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION

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

March 18, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Green Shadow Property Maintenance, LLC (VC #286225), Rollinsford, NH in the amount of \$161,250 to perform beach cleaning services at Hampton Beach State Park effective upon Governor and Executive Council approval through September 30, 2021. 100% Other Funds (Agency Income)

Funds are available in the following account for Fiscal Years 2020 and 2021, and are anticipated to be available in Fiscal Year 2022, upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-37200000 - Service Parks:

State FY	Class-Account-Activity	Class Title	Amount
2020	103-502664-35P03011	Contracts for Operation Services	\$24,750
2021	103-502664-35P03011	Contracts for Operation Services	\$80,900
2022	103-502664-35P03011	Contracts for Operation Services	\$55,600
Total:			\$161,250

EXPLANATION

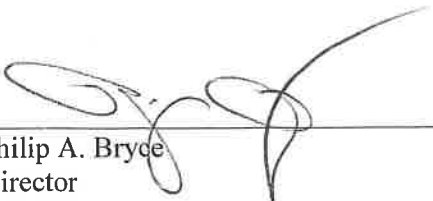
The Division of Parks and Recreation manages Hampton Beach State Park north to Boars Head. Nightly beach cleaning is necessary to remove trash and other debris during the operational season.


On December 27, 2019, an invitation to submit bids for beach cleaning services at Hampton Beach State Park 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. Five contractors attended a mandatory pre-bid meeting on February 18, 2020. Two bid proposals were received on February 27, 2020, and the low bidder, Green Shadow Property Maintenance, LLC, 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


Sarah L. Stewart
Commissioner

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Planning and Development
172 Pembroke Rd. Concord NH 03301
Tel. No 603-271-3973

Bid List

**Bi-Annual Beach Cleaning Hampton
Beach State Park**

**Project No. PR-1908
Date: 2/27/2020**

Contractors Name and Address	Attended Mandatory	Lump Sum Bid
St. Germanes Property Service 7 Doris Drive North Chlmsford, MA	YES	NO BID
Funi's Lawn Care & Landscaping LLC 22 Francescaway Nottingham, NH	YES	NO BID
Greenshadow Landscaping LLC 409 Main St. Rollinsford, NH	YES	\$ 161,250.00
603 Pump-out LLC 1589 1st NH Tpke. Northwood, NH	YES	\$ 269,510.00
JAMCO 84 Exeter Rd South Hampton, NH	YES	NO BID


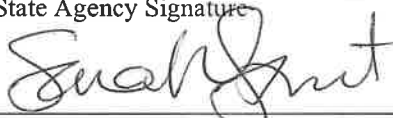

Bidding Procedure: This project was put out to bid on December 27, 2019. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting and Works in Progress. The bidding period went on for seven weeks. A mandatory pre-bid meeting was held on February 18, 2020 and five (5) potential bidders attended. Bids closed on 2:00 pm. February 27, 2018 at a public bid opening at the DNCR office. Two (2) bids were received and the low bidder, Green Shadow Property Maintenance, LLC was accepted in the amount of \$161,250.00 pending contract approval by Governor and Executive Council.

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 Natural and Cultural Resources Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name Greenshadow Property Maintenance, LLC		1.4 Contractor Address PO Box 363 409 Main St Rollinsford, NH 03869	
1.5 Contractor Phone Number 603-234-6320	1.6 Account Number 37200000-103-502664-35P03011	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$161,250.00
1.9 Contracting Officer for State Agency Edward Mussey Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bill Tobey, OWNER	
1.13 State Agency Signature  Date: 3/20/20		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/23/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. 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.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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.

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

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MAR 17 2020

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND ECATION

PROJECT No. PR-1908

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

EXHIBIT A

Performance and Payment Bond:

The contractor is including a Performance and Payment Bond for each year of operation under this contract. The Performance and Payment Bond will be split at 50% of the total contract price for 2020 and 2021.

EXHIBIT B

Scope of Services:

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 December 27, 2019. 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. Perform nightly Beach cleaning 10:00 pm to no later than 8:00 am rain or shine from the southern jetty at the Hampton Beach State Park, North to Boars Head.
3. Contractor is to provide daily upkeep of surf rake such as cleaning, greasing, checking fluids, making adjustments etc.
4. The department will perform all major maintenance repairs to the beach rakes..
5. Contractor to report all fuel consumption on a daily log.
6. The department will provide the primary Barber surf rake & backup surf rake.

Contractor Initials B.T.
Date 3-16-20

7. Contractor is responsible for dumping and disposing of all debris collected by the Barber surf rake, in the two (2) 30 yard dumpsters provided by State Parks, at the Hampton Beach RV State Park.

EXHIBIT C

Contract Price

FY2020	Upon G&C approval-June 30, 2020	\$24,750.00
FY2021	July 1, 2020-June 30, 2021	\$80,900.00
FY2022	July 1, 2021-September 30, 2021	\$55,600.00
Total contract Price not to exceed;		\$161,250.00

Method of Payment

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

Term

This contract shall commence upon approval by Governor and Executive Council, with a completion date of September 30, 2021.

Contractor Initials B.T.
Date 3-6-20

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 GREEN SHADOW PROPERTY MAINTENANCE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 31, 2015. 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: **723839**

Certificate Number : **0004818944**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of February A.D. 2020.

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

William M. Gardner
Secretary of State

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MAR 17 2020

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CERTIFICATE OF AUTHORITY
(Sole Proprietor)

William Tobey, Jr. as a Sole Owner of my Business, Green Shadow Property Maintenance

certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Health and Human Services, on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this

16 day of March, 20 20

William Tobey Jr
(Sole Owner Signature)

STATE OF Maine

COUNTY OF York

On this the 16 day of March, 20 20, before me, Tyanne Vasapoli

the undersigned Officer, personally appeared William Tobey Jr., who acknowledge

her/himself to be the Sole Owner, of Green Shadow Property, a Business, and that

she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

William Tobey Jr

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

Tyanne Vasapoli 34932
(Notary Public/Justice of the Peace)

My Commission expires: 10-04-2025

W

TYANNE VASAPOLI
Notary Public - Maine
My Commission Expires
October 04, 2025



GREEN-4

OP ID: VT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2020

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

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

PRODUCER Spence & Mathews Ins Agency PO Box 715 - 4 Sullivan Sq Berwick, ME 03901 Vicki Turner		207-698-1210		CONTACT Vicki Turner NAME: PHONE (A/C, No, Ext): 207-698-1210 FAX (A/C, No): 207-698-4324 E-MAIL: vicki@spenceandmathews.com ADDRESS:	
INSURED Green Shadow Property Maintenance, LLC PO Box 363 Rollinsford, NH 03869		INSURER(S) AFFORDING COVERAGE INSURER A: NGM Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 14788	

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 <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MPP6711M	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B1P6711M	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WCP6711M	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Bond		S285969-N	06/01/2020	06/01/2021	Perf/Paym \$ 80,625

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

RE: Hampton Beach Raking

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Parks and Recreation
172 Pembroke Road
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Vicki E. Turner



THE MAIN STREET AMERICA GROUP

PERFORMANCE BOND



RECEIVED

MAR 17 2020

DNCR

Bond Number: S -285969

KNOW ALL MEN BY THESE PRESENTS:

That Green Shadow Property Maintenance, LLC, as Principal, and NGM INSURANCE COMPANY, a corporation of the State of Florida whose principal office is located in Jacksonville, Florida, as Surety, are held and firmly bound unto NH Dept of Natural & Cultural Resources Division of Parks & Rec, as Oblige, in the full and just sum of Eighty Thousand Six Hundred Twenty Five and No/00***** dollars (\$ 80,625.00*****), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige dated March 4, 2020 for Project No. PR-1908 Bi-Annual Beach Cleaning Hampton Beach State Park Hampton, NH for a period of 15 months years beginning June 30, 2020 and ending September 30, 2021 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year, the provisions of the contract referenced herein notwithstanding.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect. Provided, however, that this bond is subject to the following conditions and provisions:

1. The term of this bond is for the period commencing June 30, 2020 and expiring on June 30, 2021, unless released by the Oblige prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative. Regardless of the number of years this bond may be continued by continuation certificate, or the number of annual bonds that may be issued by the Surety, the total aggregate liability of the Surety for any and all claims shall be limited to the penal sum of the bond set forth above or in any additions, riders or endorsements properly executed by the Surety..
3. Non-renewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of set default, which shall be sent to the Surety by registered mail to the address stated in Section 7 below.
5. The Surety will have the right and opportunity, at its opinion, and in its sole discretion, to: a) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing at the following addresses:

The Surety:

NGM Insurance Company
ATTN Bond Claims
55 West Street
Keene, NH 03431

The Principal:

Green Shadow Property Maintenance, LLC
P.O. Box 363
Rollinsford, NH 03869

The Oblige:

NH Dept of Natural & Cultural Resources
Division of Parks & Recreation
172 Pembroke Rd.
Concord, NH 03301

Signed and sealed this 6th day of March, 2020.

Principal

William Tobey Jr.

By: William Tobey Jr., Managing Member

NGM Insurance Company

Vicki Turner

By: Vicki Turner

, Attorney-in-Fact



THE MAIN STREET AMERICA GROUP



Bond Number: S-285969

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Green Shadow Property Maintenance, LLC (hereinafter called the Principal), and NGM INSURANCE COMPANY, a corporation of the State of Florida and whose principal office is located in the Jacksonville, Florida (hereinafter called the Surety), are held and firmly bound unto the NH Dept of Natural & Cultural Resources Division of Parks & Rec (hereinafter called the Obligee), in the full and just sum of Eighty Thousand Six Hundred Twenty Five and No/00***** (\$80,625.00*****) DOLLARS, to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bond Principal has entered into a certain written contract to provide Project No. PR-1908 Bi-Annual Beach Cleaning Hampton Beach State Park with the above mentioned Obligee dated March 4, 2020 for a period of 15 months ~~years~~ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a payment bond for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall promptly make payments for all labor and materials used or reasonably required for use in the performance of the contract during the period indicated in 1) below, then this obligation shall be void, otherwise to be and remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. The term of this bond is for the period commencing June 30, 2020 and expiring on June 30, 2021, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative. Regardless of the number of years this bond may be continued by continuation certificate, or the number of annual bonds that may be issued by the Surety, the total aggregate liability of the Surety for any and all claims shall be limited to the penal sum of the bond set forth above or in any additions, riders or endorsements properly executed by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond. In the event the bond is not renewed, the liability of the surety shall be limited to the actual contractual damages sustained by the Obligee during the term defined in Section 1 due to lack of performance of the Principal.
4. In the event the Principal shall be, and be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which shall be sent to the Surety by registered mail to the address stated in Section 8 below.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a) cure the default; b.) assume the remainder of the term of the Contract as defined in Section 1 and to perform or sublet same; c.) tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price due for the term defined in Section 1 up to an amount not to exceed the penal sum of the bond.; or d) deny liability. In no event shall Surety be liable for fines, penalties, liquidated damages of forfeitures assessed against the Principal.
6. The surety shall not be held liable for any term beyond which it consents to in writing.
7. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
8. All notices, demands and correspondence with respect to this bond shall be in writing at the following addresses:

The Surety:

NGM Insurance Company
ATTN Bond Claims
55 West Street
Keene, NH 03431

The Principal:

Green Shadow Property Maintenance, LLC
P.O. Box 363
Rollinsford, NH 03869

The Obligee:

NH Dept of Natural & Cultural Resources
Division of Parks & Recreation
172 Pembroke Rd.
Concord, NH 03301

Signed and sealed this 6th day of March, 2020

William Tobey Jr.

By: William Tobey Jr., Managing Member

NGM INSURANCE COMPANY

Vicki Turner

By: Vicki Turner

, Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-285969

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Vicki Turner its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-285969 dated March 6, 2020, on behalf of Green Shadow Property Maintenance, LLV in favor of NH Dept of Natural & Cultural Resources Division of Parks & Recreation for Three Hundred Thousand and no/100----- Dollars (\$ 300,000.00*****) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R. Fox
Vice President, General Counsel and Secretary

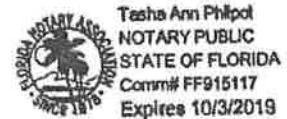


State of Florida,

County of Duval

On this 11th day of January, 2016 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 11th day of January, 2016.



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 6th day of March, 2020.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-603-358-1343**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.