

GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

January 7, 2020

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a sole source contract with Awesome Service Affordable Pricing Landscaping & Design LLC d/b/a ASAP Landscape & Design LLC (VC# 228701), Bow, NH in the amount not to exceed \$18,000.00 for rooftop and perimeter snow removal services at NHES Claremont, Concord, Laconia, Nashua, Portsmouth and Somersworth offices from the date of Governor and Council approval through June 30, 2020. 100% Federal funds.

Federal funds available for these services will be expended as follows:

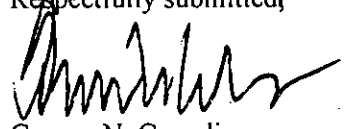
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	2020
10-02700-80400000-103-500740	Contracts for Operations Services - Snow Plowing	\$18,000

EXPLANATION

NHES is requesting approval of the attached contract for rooftop and perimeter snow removal services at six (6) NHES offices (Claremont, Concord, Laconia, Nashua, Portsmouth and Somersworth). The contract total of \$18,000.00 is for the period beginning upon Governor and Council approval through June 30, 2020 with the option to extend for an additional one-year period, if rates remain the same, contingent upon Governor and Council approval.

A competitive bid process was undertaken for rooftop and perimeter snow removal services at NHES's offices statewide. NHES issued a "Request For Proposal" (RFP) on September 30, 2019, but no responses were received. NHES proceeded to contact current statewide snow plow contractors to find one willing to take on the additional work for these six (6) locations.

Respectfully submitted


 George N. Copadis
 Commissioner

GNC/jdr

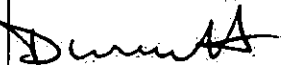

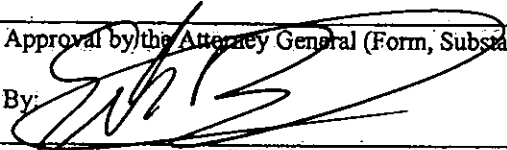
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name ASAP Landscape & Design		1.4 Contractor Address 8 Odgen Drive, Bow, NH 03304	
1.5 Contractor Phone Number 603-845-6345	1.6 Account Number 10-027-8040-103-500740	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$18,000.00
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number 603-271-4000	
1.11 Contractor Signature  Date: 12/31/19		1.12 Name and Title of Contractor Signatory Don Westcott Owner	
1.13 State Agency Signature  Date: 1/3/20		1.14 Name and Title of State Agency Signatory George N. Copadis, 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: 1/6/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 12/31/19

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 1.17, 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 1.13 ("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 provided 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.

10.1 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.

10.2 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.

10.3 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 10.2. 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.

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 with respect to the subject matter hereof.

EXHIBIT A

ADDITIONAL PROVISIONS

TERM & EXTENSION

This Agreement will be effective beginning upon completed execution by the parties and Governor and Council approval, if applicable. This Agreement will terminate on June 30, 2020, with the ability to renew upon mutual agreement of the parties for a period of one additional year if rates remain the same and contingent upon Governor and Council approval, if applicable.

NHES CONTACT FOR WORK PERFORMED UNDER CONTRACT

NHES contact for work performed under this contract is Jesse Propri, Plant Maintenance Engineer IV, 603-419-9757 (cell), 603-228-4027 (office), or Jesse.B.Propri@nhes.nh.gov (e-mail). Mr. Propri will oversee the performance of this contract for NHES.

TERMINATION

Termination for cause will be in keeping with the provision of the State Contract Form, P-37. Either party may terminate this agreement for convenience at any time by give the other party written notice by certified mail at least thirty (30) days prior to the effective date of termination.

CRIMINAL RECORDS CHECK

The Contractor and any employees performing services at NHES facilities will be required to sign and submit a CRIMINAL RECORDS FORM, provided by NH Employment Security, if applicable, prior to any work being done. There is a \$25 fee for each check required. (N/A)

DAMAGE

Contractor agrees that damage to building(s), materials, equipment or other property during performance of services will be repaired at its expense. Contractor agrees to return buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security is required. Contractor also agrees to obtain prior approval of the NH Employment Security representative for any sub-contractor being used to perform repair work.

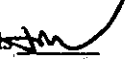
INSURANCE

At the time of Contract execution, Contractor will furnish a Certificate of Insurance evidencing Comprehensive General Liability insurance coverage against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. Contractor also agrees to maintain and provide evidence of statutorily required Workers' Compensation and employer's liability insurance for all employees of Contractor engaged in performance of the work throughout the term of this Agreement.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without prior written consent of NH Employment Security. All subcontractors must have been listed on the bid page of this document for pre-approval.

Initial all pages

Contractor Initials 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

OTHER REQUIRED CONTRACT DOCUMENTS

In connection with the execution of this Agreement, Contractor will submit a Certificate of Good Standing from the New Hampshire Secretary of State's Office and will also submit a Certificate of Authority or Certificate of Vote certifying that the individual signing for the company has authority to do so.

AMERICANS WITH DISABILITIES ACT

Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

NON-DISCRIMINATION

In connection with the furnishing of services under this Contract, Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the contractor, including but not limited to labor laws, civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of this Contract, contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

EXHIBIT B

SCOPE

This contract is for specific services necessary to provide rooftop snow removal for six (6) NH Employment Security facilities to ensure snow loads do not exceed allowable limits.

SPECIFICATIONS

Contractor will furnish necessary labor, equipment and expertise to remove excess snow from rooftops at six (6) facilities identified herein by NH Employment Security. For rooftop snow removal, the Contractor will leave approximately 6" of snow to protect roof surfaces and materials.

Snow removed from roofs and deposited into walkways, parking areas, or in front of HVAC equipment, generators or windows, must be removed from the site(s).

The NHES facilities that will likely require snow to be removed from rooftops are located as follows: 1) 45 South Fruit Street, Concord (PVC roof, 18,000-20,000 sq. ft.); 2) 426 Union Avenue, Laconia (flat membrane roof, 10,000 sq. ft.); 3) 6 Townsend West, Nashua (flat ballast, pea stone roof, 12,000 sq. ft.); 4) 2,000 Lafayette Road, Portsmouth (flat ballast, pea stone roof, 7,500 sq. ft.); 5) 6 Marsh Brook Drive, Somersworth (pitched composite roof); and 6) 404 Washington Street, Claremont (pitched composite roof).

Three (3) NHES facilities have room for on-site snow storage. They are: Concord, Somersworth and Nashua. Removal of shoveled snow from all facilities should be done immediately, if possible, but must always be completed within 48 hours.

SAFETY ISSUES AND COMPLIANCE REQUIREMENTS

Safety and protection of NH Employment Security personnel, clientele and property is of utmost concern. Contract work must interfere as little as possible with NH Employment Security business. Contractor must, at its own expense, wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property.

Contractor must comply with all existing state and federal safety laws, rules, regulations and standards in the performance of this Agreement, including but not limited to OSHA and US Department of Labor regulations, to ensure the safety of its workers, NHES staff and the general public.

Any damage to NH Employment Security property will be reported by the Contractor within five (5) working days of any incident and will be the responsibility of Contractor.

It is recommended that Contractor have site specific snow removal health and safety plans prior to beginning work to ensure OSHA safety standards are met.

NHES CONTACT FOR WORK PERFORMED UNDER CONTRACT

NHES' contact for work performed under this contract is Jesse Propri, Plant Maintenance Engineer IV, 603-419-9757 (cell), 603-228-4027 (office), or Jesse.B.Propri@nhes.nh.gov(e-mail).

Initial all pages

Contractor Initials 

EXHIBIT C

INVOICES

Contractor agrees to provide the services specified in Exhibit B to NH Employment Security at prices delineated below.


Contractor will invoice NH Employment Security at the rates quoted and cited below following completion of each project. Invoices will include:

- Date work was done.
- Location of job site.
- Itemized listing of hours worked per worker, including nature of snow removal activity.

	NHES-Facility Snow Removal from Roof Hourly Rate per Worker	Flat Rate per incident
1) Concord	\$ <u>75.00</u>	\$ <u>600.00</u>
2) Somersworth	\$ <u>75.00</u>	\$ <u>600.00</u>
3) Laconia	\$ <u>75.00</u>	\$ <u>600.00</u>
4) Nashua	\$ <u>75.00</u>	\$ <u>600.00</u>
5) Portsmouth	\$ <u>75.00</u>	\$ <u>600.00</u>
6) Claremont	\$ <u>75.00</u>	\$ <u>600.00</u>

Contract amounts per state fiscal year: **FY 2020**

Total contract amount not to exceed: **\$18,000.00**

Initial all pages
Contractor Initials 

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 AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 10, 2008. 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: 602119

Certificate Number: 0004636850



IN TESTIMONY WHEREOF,


I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2020.


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

William M. Gardner
Secretary of State

Certificate of Authority

Be it known on the 31th day of December 2019 the members of ASAP Landscape & Design llc met in Bow NH. It was agreed that Donald Westcott of Bow NH will be the authorized party to sign all contracts on behalf of the company with the State of New Hampshire in regards to snow plowing/ Removal services at various owned properties within the State of New Hampshire.


Donald Westcott


Title

12/31/19
Date

County: Merrimack

State: New Hampshire

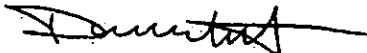
ASAP

& Landscape
Design

December 31, 2019

Jill Revels
NH Dept of Employment Security
45 S. Fruit St
Concord NH 03301

ASAP landscape & Design is a sole proprietor with no employees. Thank you



Don Westcott
Owner



Tracy Westcott
Manager



AWESSER-01

JGUYER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 1/3/2020

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 Bernier Insurance Inc. 32 Wakefield St Rochester, NH 03867	CONTACT NAME: Bernier Insurance Inc PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NGM Insurance Company</td> <td style="border: none; text-align: right;">14788</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NGM Insurance Company	14788	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			MPP1214K	10/25/2019	10/25/2020	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	<input type="checkbox"/> 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			B1P1214K	11/13/2019	11/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Landscape Gardening (includes Pesticide or Herbicide Applicators Coverage); Snow & Ice Removal - Commercial Parking Lot & Driveway Only (Not Street or Road Work)

CERTIFICATE HOLDER**CANCELLATION**

NHES 45 South Fruit St. 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 <i>Julie E. Guyer</i>
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