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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 16, 2016

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

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development to enter into a contract with Felix Septic, Inc. (VC #156713), Bow, NH, in the amount of \$27,428 for septic pumping and disposal at 8 state park facilities, 5 welcome information centers and 1 warehouse facility upon Governor and Executive Council approval through October 31, 2016. 60% Agency Income, 39% Highway Fund, and 1% Inter-Agency Transfers
2. Further authorize a 20% contingency in the amount of \$5,486 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. 60% Agency Income, 39% Highway Fund and 1% Inter-Agency Transfers

Funding is available as follows:

	<u>FY 2016</u>	<u>FY 2017</u>
03-35-35-351010-82780000 Bear Brook Warehouse 103-502664 Contracts for Op Services		\$ 270
03-35-35-351510-37200000 Service Parks 103-502664 Contracts for Op Services	\$ 4,732	\$15,042
03-35-35-352015-59190000 Hwy Welcome Centers 048-500226 Contractual Maintenance B&G	\$ 6,556	\$ 6,314
<i>Totals:</i>	\$11,288	\$21,626

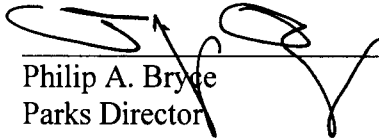
EXPLANATION

Felix Septic will perform septic pumping and disposal services at 8 state park facilities, 5 welcome information centers (WIC) and 1 warehouse facility 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 2016, an invitation to submit bids for septic pumping and disposal services at 48 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. Five (5) companies submitted bid proposals of which Felix Septic was the low bid for 8 state park facilities, 5 welcome information centers and 1 warehouse facility. 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,

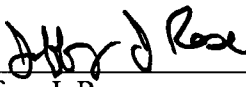


Philip A. Bryce
Parks Director



Victoria Cimino
Travel & Tourism Director

 Concurred,



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 #16-101**

PARK NAME	VENDOR	AWARDED AMOUNT
<u>Ahern State Park</u>	Rowell's	\$168.75
	<i>Lamprey</i>	<i>\$112.50</i>
<u>Androscoggin Wayside</u>	<i>Bolen's</i>	<i>\$300</i>
<u>Bear Brook State Park</u>	Rowell's	\$2,550
	Marlin Envir.	\$2,380
	<i>Felix</i>	<i>\$2,210</i>
	Lamprey	\$2,550
<u>Beaver Brook Falls</u>	<i>Bolen's</i>	<i>\$300</i>
<u>Mt. Cardigan State Park</u>	<i>Rowell's</i>	<i>\$840.00</i>
<u>Chesterfield Gorge</u>	<i>Rowell's</i>	<i>\$1,120</i>
<u>Coleman State Park</u>	Rowell's	\$5,512.50
	<i>Bolen's</i>	<i>\$2,450</i>
<u>Connecticut Lakes</u>	Rowell's	\$2,760
	<i>Bolen's</i>	<i>\$2,700</i>
<u>Crawford Notch State Park</u>	<i>Rowell's</i>	<i>\$2,520</i>
	Lamprey	\$2,572.50
<u>Deer Mtn State Park</u>	<i>Bolen's</i>	<i>\$900</i>
<u>Dixville Notch State Park</u>	<i>Bolen's</i>	<i>\$400</i>
<u>Echo Lake State Park/Cathedral Ledge</u>	Rowell's	\$2,548
	<i>Lamprey</i>	<i>\$1,924</i>
<u>Forest Lake State Park</u>	<i>Bolen's</i>	<i>\$1,350</i>
<u>Franklin Pierce Homestead</u>	<i>Felix</i>	<i>\$300</i>
<u>Gilson Pond Campground</u>	<i>Rowell's</i>	<i>\$2,587.50</i>
	Lamprey	\$3,300.50
<u>Great North Woods Regional Office</u>	<i>Bolen's</i>	<i>\$450</i>
<u>Greenfield State Park</u>	Rowell's	\$9,230
	<i>Felix</i>	<i>\$6,035</i>
	Lamprey	\$17,750
<u>Jericho Mtn State Park</u>	<i>Bolen's</i>	<i>\$3,775</i>
<u>Kingston State Park</u>	<i>Felix</i>	<i>\$2,097.60</i>
<u>Lake Francis State Park</u>	<i>Bolen's</i>	<i>\$2,700</i>

<u>Milan Hill State Park</u>	Rowell's	\$1,720	
	Bolen's	\$1,400	
<u>Mollidgewock State Park</u>	Rowell's	\$1,680	
	Bolen's	\$1,500	
<u>Monadnock State Park</u>	Rowell's	\$1,995	
	Lamprey	\$3,298.40	
<u>Moose Brook State Park</u>	Rowell's	\$2,565	
	Bolen's	\$2,375	
<u>Northwood Meadows State Park</u>	Lamprey	\$500	
<u>Odiorne Point State Park</u>	Marlin Environmental	\$2,800	
	Felix	\$3,400	
<u>Pawtuckaway State Park</u>	Rowell's	\$5,130	
	Felix	\$3,990	
<u>Pillsbury State Park</u>	Rowell's	\$1,440	
<u>Rhododedron</u>	Lamprey	\$1,000	
<u>Robert Frost Farm</u>	Marlin Environmental	\$250	
	Felix	\$200	
<u>Rollins State Park</u>	Rowell's	\$1,500	
<u>Rye Harbor State Park</u>	Marlin Environmental	\$280	
	Felix	\$400	
<u>Seacoast Science Center</u>	Marlin Environmental	\$665	
	Felix	\$950	
<u>Silver Lake State Park</u>	Marlin Environmental	\$420	*tie - winner drawn by lottery
	Felix	\$420	
<u>Sunapee State Park</u>	Rowell's	\$3,900	
	Marlin Environmental	\$2,250	
<u>Wadleigh State Park</u>	Rowell's	\$1,950	
<u>Wallis Sands State Park</u>	Rowell's	\$2,530	
	Marlin Environmental	\$1,610	
	Felix	\$2,185	
<u>Weeks State Park</u>	Bolen's	\$600	
<u>Wellington State Park</u>	Rowell's	\$1,330	
	Marlin Environmental	\$1,400	
<u>Wentworth Mansion</u>	Felix	\$1,225	
<u>Wentworth State Park</u>	Rowell's	\$3,450	
	Marlin Environmental	\$2,100	
	Lamprey	\$3,000	

<u>White Lake State Park</u>	Rowell's	\$6,424
	<i>Lamprey</i>	\$5,840
<u>Winslow Lake State Park</u>	<i>Rowell's</i>	\$640
<u>Mt Washington State Park</u>	Rowell's	\$5,400
	<i>Bolen's</i>	\$3,960
	Lamprey	\$5,400
<u>Umbagog State Park</u>	Rowell's	\$6,392
	<i>Bolen's</i>	\$5,440
<u>Springfield WIC</u>	Rowell's	\$6,240
	<i>Felix</i>	\$5,440
<u>Sanbornton WIC</u>	Rowell's	\$960
	<i>Felix</i>	\$810
<u>Canterbury WIC</u>	Rowell's	\$2,400
	<i>Felix</i>	\$2,025
<u>Sutton WIC</u>	Rowell's	\$3,000
	<i>Felix</i>	\$2,250
<u>Colebrook WIC</u>	<i>Bolen's</i>	\$1,050
<u>Littleton WIC</u>	<i>Rowell's</i>	\$2,420
<u>Salem WIC</u>	<i>Felix</i>	\$200
<u>N. Conway WIC</u>	<i>Lamprey</i>	\$480
<u>Lafayette Campground</u>	Rowell's	\$3,410
	<i>Lamprey</i>	\$3,255
<u>DRED Warehouse</u>	<i>Felix</i>	\$225
	Lamprey	\$292.50
<u>Cannon Mountain</u>	Rowell's	\$13,915
	<i>Lamprey</i>	\$13,062.50
	Marlin Environmental	Incomplete
<u>Flume Gorge</u>	<i>Lamprey</i>	\$3,971

****Please note: Miller State Park did not receive any bids.****

**Septic Tank Pumping & Disposal
Locations Awarded to Felix Septic**

PARK NAME	AWARDED AMOUNT
Bear Brook State Park	\$2,210
Franklin Pierce Homestead	\$300
Greenfield State Park	\$6,035
Kingston State Park	\$2,097.60
Pawtuckaway State Park	\$3,990
Robert Frost Farm	\$200
Silver Lake State Park	\$420
Wentworth Mansion	\$1,225
Springfield WIC	\$5,440
Sanbornton WIC	\$810
Canterbury WIC	\$2,025
Sutton WIC	\$2,250
Salem WIC	\$200
DRED Warehouse	\$225
	\$27,428
Contingency	20%
	\$5,486
	\$32,914

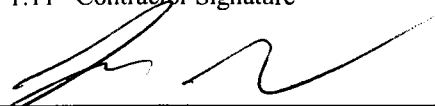
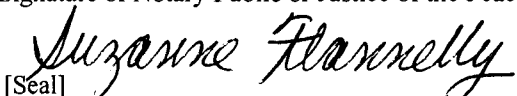
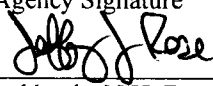
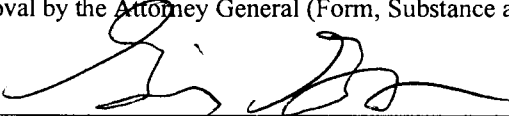
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Felix Septic Service Inc		1.4 Contractor Address 2 Thibeault Drive Bow NH 03304	
1.5 Contractor Phone Number 603-623-7907	1.6 Account Number See Attached	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$32,914.00
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 Ryan Bedard, General Manager	
1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>Merrimack</i> On <i>March 7, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> Suzanne Flannelly Notary Public, State of New Hampshire My Commission Expires: <i>March 13, 2020</i> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>Jeffrey J. Rose, Commissioner</i>	
Date: <i>4/4/16</i>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: <i>N/A</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <i>4/20/16</i>			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> 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.

Attachment 1.6
Account Number Breakdown by Park and WIC
Felix Septic Service, Inc.

<u>Service Parks:</u>	<u>FY 2106</u>	<u>FY 2017</u>	
03-35-35-351510-37200000-103-502664-35P00311		\$2,652	
03-35-35-351510-37200000-103-502664-35H06311		\$360	
03-35-35-351510-37200000-103-502664-35P02711		\$7,242	
03-35-35-351510-37200000-103-502664-35P04311	\$2,518		
03-35-35-351510-37200000-103-502664-35P06111		\$4,788	
03-35-35-351510-37200000-103-502664-35H02511	\$240		
03-35-35-351510-37200000-103-502664-35P07711	\$504		
03-35-35-351510-37200000-103-502664-35H09511	\$1,470		
Sub Total:	\$ 4,732	\$15,042	\$ 19,774
<u>Welcome Information Centers:</u>			
03-35-35-352015-59190000-048-35U42399	\$3,264	\$3,264	
03-35-35-352015-59190000-048-35U43499	\$486	\$486	
03-35-35-352015-59190000-048-35U45199	\$1,215	\$1,215	
03-35-35-352015-59190000-048-35U45499	\$1,350	\$1,350	
03-35-35-352015-59190000-048-35U45399	\$240		
Sub Total:	\$6,555	\$6,315	\$12,870
<u>DRED Facility:</u>			
03-35-35-351010-82780000-502664		\$270.00	
Sub Total:		\$270	\$270
Grand Total:			<u>\$ 32,914</u>

**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:

Bear Brook State Park	17,000 gallons	Schedule: Fall 2016
Franklin Pierce Homestead	1,500 gallons	Schedule: Fall 2016/On Call
Greenfield State Park	35,500 gallons	Schedule: October 2016/On Call
Kingston State Park	13,110 gallons	Schedule: May 2016
Pawtuckaway State Park	28,500 gallons	Schedule: September 2016
Robert Frost Farm	1,000 gallons	Schedule: On Call
Silver Lake State Park	3,000 gallons	Schedule: May 2016/On Call
Wentworth Mansion	3,500 gallons	Schedule: June 2016/On Call
Springfield WIC	32,000 gallons	Schedule: May & October 2016
Sanbornton WIC	6,000 gallons	Schedule: May & October 2016
Canterbury WIC	15,000 gallons	Schedule: May & October 2016
Sutton WIC	15,000 gallons	Schedule: May & October 2016
Salem WIC	1,000 gallons	Schedule: May 2016
DRED Warehouse	1,500 gallons	Schedule: On Call

EXHIBIT B

Contract Price

Septic Pumping and Disposal Service:	\$27,428
Contingency for Unforeseen Circumstances:	<u>\$ 5,486</u>
Total contract shall not exceed:	\$32,914

Method of Payment

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

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of October 31, 2016.

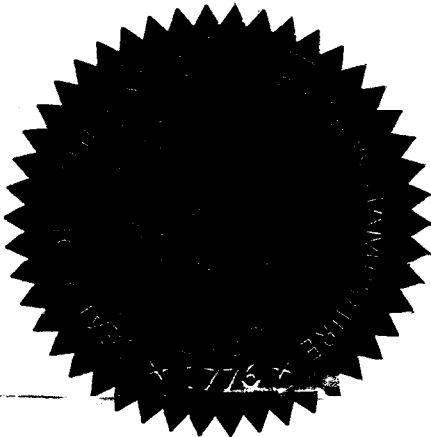
EXHIBIT C

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 FELIX SEPTIC SERVICE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 28, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of February, A.D. 2016

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

William M. Gardner
Secretary of State



April 20th 2016

Attention: Julie Levesque
Department of Resources
& Economic Development
Business Office
172 Pembroke Road
Concord, NH 03301

RE: – Authorization for Ryan Bedard to initiate contracts for Felix Septic

Department of Resources & Economic Development:

I, Mark Thompson, owner of Felix Septic Inc. certify that Ryan Bedard, General Manager of Felix Septic can enter into contracts with the State of New Hampshire and that Felix Septic Inc. is bound to the contract with the Department of Resources and Economic Development that was signed by Ryan Bedard on March 7, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Thompson", is written over the printed name.

Mark Thompson
President
Felix Septic Service

2 Thibeault Drive - Bow, NH 03304

www.FelixSeptic.com

Telephone: 603/623-7907 ♦ Fax: 603/856-8657



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2016

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Renee Skillings PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: rskillings@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Felix Septic Service, Inc. and FSS Leasing, LLC 2 Thibeault Drive Bow NH 03304	INSURER A: Citizens Insurance Co.	NAIC # 31534
	INSURER B: Allmerica Financial Benefits	41840
	INSURER C: Hanover Insurance Co.	22292
	INSURER D: Guard Insurance Group	42390
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 15-16 FELIX SEPTIC** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZBV903276405	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual per CG0001						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AWV903694305	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			UEV903276505	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			FEWC639045	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

271-3553

State of New Hampshire
 Dept. of Resource and Economic Development
 Division of Parks and Recreation
 172 Pembroke Road
 P.O. Box 1856
 Concord, NH 03302

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

Renee Skillings/RLS

Renee L. Skillings

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