



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

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

April 30, 2015

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 \$32,494 for septic pumping and disposal at 11 state park facilities, 3 welcome information centers and 1 warehouse facility upon Governor and Executive Council approval through October 31, 2015. 74% Park Fund, 25% Highway Fund, and 1% Inter-Agency Transfers
2. Further authorize a 20% contingency in the amount of \$6,499 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. 74% Park Fund, 25% Highway Fund and 1% Inter-Agency Transfers

Funding for FY 2015 is available and funding for FY 2016 is contingent upon availability and continued appropriation of funds, as follows:

	<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-351010-82780000 Bear Brook Warehouse 103-502664 Contracts for Op Services		\$ 252
03-35-35-351510-37200000 Service Parks 103-502664 Contracts for Op Services	\$ 6,551	\$22,254
03-35-35-352015-59190000 Hwy Welcome Centers 048-500226 Contractual Maintenance B&G	\$ 4,152	\$ 5,784
<i>Totals:</i>	<u>\$10,703</u>	<u>\$28,290</u>

EXPLANATION

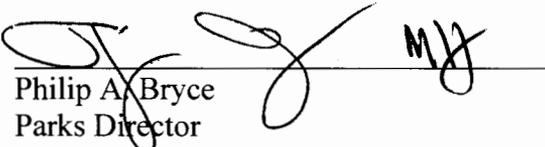
Felix Septic will perform septic pumping and disposal services at 11 state park facilities, 3 welcome information centers (WIC) and 1 warehouse facility in order to prevent damage to

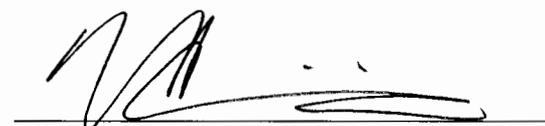
wastewater systems. Inspections of the systems will also be performed at the time of pumping to foresee and/or prevent any long term problems. The Department is seeking an additional 20% over the contract amount as a contingency should any unforeseen septic issue be found once the septic pumping is performed.

In April 2015, an invitation to submit bids for septic pumping and disposal services at 44 state park facilities, 6 welcome information centers and 1 warehouse facility located across the State of New Hampshire was advertised on the Department of Administrative Services' website. Six (6) companies submitted bid proposals of which Felix Septic was the low bid for 11 parks, 3 WIC locations and 1 warehouse facility. Attached for your information is the entire bid tabulation received for these services.

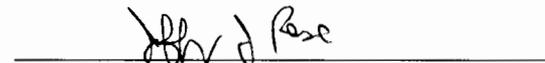
The Attorney General's Office has approved this contract as to form, substance, and execution.

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

Bid Results
 Septic Tank Pumping & Disposal
 2015-2016

PARK NAME	CONTRACTOR	AWARDED AMOUNT
<u>Ahern State Park</u>	<i>Rowell's</i>	<i>\$168.75</i>
<u>Androscoggin Wayside</u>	<i>Bolen's Septic</i>	<i>\$300</i>
	Lamprey Septic	\$350
<u>Bear Brook State Park</u>	<i>Felix Septic**</i>	<i>\$2,470</i>
	Best Septic	\$2,660
	Rowell's	\$2,850
	Lamprey Septic	\$2,470
	<i>**tie - winner drawn by lottery</i>	
<u>Beaver Brook Falls</u>	<i>Bolen's Septic</i>	<i>\$300</i>
	Lamprey Septic	\$600
<u>Mt. Cardigan State Park</u>	<i>Rowell's</i>	<i>\$358.50</i>
<u>Coleman State Park</u>	<i>Bolen's Septic</i>	<i>\$1,450</i>
	Lamprey Septic	\$3,625
<u>Connecticut Lakes</u>	<i>Bolen's Septic</i>	<i>\$2,700</i>
	Lamprey Septic	\$3,300
<u>Crawford Notch State Park</u>	Rowell's	\$2,646
	<i>Lamprey Septic</i>	<i>\$2,625</i>
<u>Deer Mtn State Park</u>	<i>Bolen's Septic</i>	<i>\$900</i>
	Lamprey Septic	\$1,400
<u>Dixville Notch State Park</u>	<i>Bolen's Septic</i>	<i>\$400</i>
	Lamprey Septic	\$600
<u>Echo Lake State Park/Cathedral Ledge</u>	Rowell's	\$2,548
	<i>Lamprey Septic</i>	<i>\$1,972</i>

<u>Gilson Pond Campground</u>	<i>Lamprey Septic</i>	\$3,300
<u>Great North Woods Regional Office</u>	<i>Bolen's Septic</i>	\$450
	Lamprey Septic	\$500
<u>Greenfield State Park</u>	<i>Felix Septic</i>	\$6,800
	Rowell's	\$9,350
	Lamprey Septic	\$21,250
<u>Jericho Mtn State Park</u>	<i>Bolen's Septic</i>	\$3,775
<u>Kingston State Park</u>	<i>Felix Septic</i>	\$1,966.50
<u>Lake Francis State Park</u>	Bolen's Septic	\$2,700
	<i>Rowell's</i>	\$1,350
<u>Miller State Park</u>	<i>Stones' Septic</i>	\$390
	Lamprey Septic	\$700
<u>Milan Hill State Park</u>	<i>Bolen's Septic</i>	\$1,400
	Lamprey Septic	\$2,100
<u>Mollidgewock State Park</u>	<i>Bolen's Septic</i>	\$1,500
	Lamprey Septic	\$1,900
<u>Northwood Meadows State Park</u>	<i>Lamprey Septic</i>	\$300
<u>Odiorne Point State Park</u>	<i>Felix Septic</i>	\$3,200
<u>Pawtuckaway State Park</u>	<i>Felix Septic</i>	\$4,615
	Rowell's	\$5,680
<u>Pillsbury State Park</u>	<i>Rowell's</i>	\$1,080
<u>Rhododedron</u>	<i>Lamprey Septic</i>	\$1,100
<u>Robert Frost Farm</u>	<i>Felix Septic</i>	\$190
<u>Rollins State Park</u>	<i>Rowell's</i>	\$1,300
<u>Rye Harbor State Park</u>	<i>Felix Septic</i>	\$380
<u>Seacoast Science Center</u>	<i>Felix Septic</i>	\$902.50

<u>Silver Lake State Park</u>	<i>Felix Septic</i>	\$420
<u>Sunapee State Park</u>	<i>Rowell's</i>	\$2,850
<u>Wadleigh State Park</u>	<i>Rowell's</i>	\$1,350
<u>Wallis Sands State Park</u>	<i>Felix Septic</i>	\$2,185
<u>Weeks State Park</u>	Lamprey Septic	\$500
	<i>Bolen's Septic</i>	\$300
<u>Wellington State Park</u>	<i>Rowell's</i>	\$1,393
<u>Wentworth Mansion</u>	Lamprey Septic	\$1,850
	<i>Felix Septic</i>	\$875
<u>Wentworth State Park</u>	<i>Lamprey Septic</i>	\$3,000
<u>White Lake State Park</u>	<i>Lamprey Septic</i>	\$6,040
	Rowell's	\$6,679
<u>Winslow Lake State Park</u>	<i>Rowell's</i>	\$640
<u>Mt Washington State Park</u>	<i>Lamprey Septic</i>	\$4,050
	Rowell's	\$4,320
<u>Umbagog State Park</u>	Rowell's	\$6,120
	<i>Bolen's Septic</i>	\$5,440
<u>Springfield WIC</u>	<i>Felix Septic</i>	\$4,080
	Rowell's	\$6,240
<u>Sanbornton WIC</u>	Felix Septic	\$840
	<i>Lamprey Septic**</i>	\$840
	Best Septic	\$840
	Rowell's	\$1,500
	**tie - winner drawn by lottery	
<u>Canterbury WIC</u>	<i>Felix Septic**</i>	\$2,100
	Lamprey Septic	\$2,550
	Best Septic	\$2,100
	Rowell's	\$3,150
	**tie - winner drawn by lottery	

Sutton WIC

Felix Septic \$2,100
Rowell's \$3,325

Colebrook WIC

Bolen's Septic \$1,050
Lamprey Septic \$1,750

Littleton WIC

Rowell's \$2,420

DRED Warehouse

Felix Septic \$210
Rowell's \$255

Cannon

Lamprey Septic \$14,740
Rowell's \$14,835

Lafayette Campground

Lamprey Septic \$3,410
Rowell's \$3,565

Subject: Septic Pumping and Disposal

FORM NUMBER P-37 (version 1/09)

RECEIVED

APR 24 2015

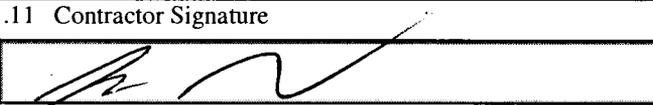
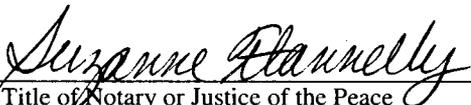
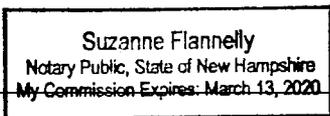
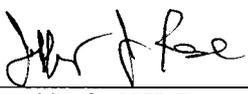
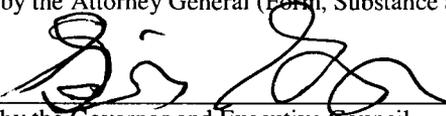
D.R.E.D.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources & Economic Development</u>		1.2 State Agency Address <u>PO Box 1856 172 Pembroke Road Concord NH 03302-1856</u>	
1.3 Contractor Name <u>Felix Septic Service</u>		1.4 Contractor Address <u>2 Thibeault Drive Bow, NH 03304</u>	
1.5 Contractor Phone Number <u>603-623-7907</u>	1.6 Account Number <u>See Attached</u>	1.7 Completion Date <u>October 31, 2015</u>	1.8 Price Limitation <u>\$32,494.00</u>
1.9 Contracting Officer for State Agency <u>Julie Levesque, Parks' Accountant</u>		1.10 State Agency Telephone Number <u>603-271-3728</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Ryan Bedard, General Manager</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Apr 12, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/26/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials RA
Date 4-22-10

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RB
Date 4-22-15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Attachment 1.6
Account Number Breakdown by Park and WIC

<u>Service Parks:</u>	<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-351510-37200000-103-502664-35P00311		\$2470.00
03-35-35-351510-37200000-103-502664-35P02711		\$6800.00
03-35-35-351510-37200000-103-502664-35P04311	\$1966.50	
03-35-35-351510-37200000-103-502664-35P05911	\$1600.00	\$1600.00
03-35-35-351510-37200000-103-502664-35P06111		\$4615.00
03-35-35-351510-37200000-103-502664-35H02511	\$190.00	
03-35-35-351510-37200000-103-502664-35P07311	\$380.00	
03-35-35-351510-37200000-103-502664-35P07011	\$902.50	
03-35-35-351510-37200000-103-502664-35P07711	\$420.00	
03-35-35-351510-37200000-103-502664-35P08511		\$2185.00
03-35-35-351510-37200000-103-502664-35H09511		<u>\$875.00</u>
Sub Total:		\$24004.00
<u>DRED Facility:</u>		
03-35-35-351010-82780000-502664		<u>\$210.00</u>
Sub Total:		\$210.00
<u>Highway Welcome Centers:</u>		
03-35-35-352015-59190000-048-500226-35U42399	\$1360.00	\$2720.00
03-35-35-352015-59190000-048-500226-35U45199	\$1050.00	\$1050.00
03-35-35-352015-59190000-048-500226-35U45499	<u>\$1050.00</u>	<u>\$1050.00</u>
Sub Total:		<u>\$8280.00</u>
Grant Total:		\$32,494.00

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

EXHIBIT A

Contractor to supply all necessary labor and materials required for septic pumping at:

Bear Brook SP	19,000 gallons	Schedule: On Call
Greenfield SP	42,500 gallons	Schedule: October 2015/On Call
Kingston SP	13,110 gallons	Schedule: June 2015/On Call
Odiorne Point SP	20,000 gallons	Schedule: June & August 2015/On Call
Pawtuckaway SP	35,500 gallons	Schedule: September 2015
Robert Frost Farm	1,000 gallons	Schedule: On Call
Rye Harbor SP	2,000 gallons	Schedule: June 2015/On Call
Seacoast Science Ctr	4,750 gallons	Schedule: June 2015
Silver Lake SP	3,000 gallons	Schedule: June 2015/On Call
Wallis Sands SP	11,500 gallons	Schedule: August 2015/On Call
Wentworth Mansion	3,500 gallons	Schedule: June 2015/On Call
Springfield WIC	32,000 gallons	Schedule: June & October 2015/On Call
Canterbury WIC	15,000 gallons	Schedule: June & October 2015
Sutton WIC	15,000 gallons	Schedule: June & October 2015
DRED Warehouse	1,500 gallons	Schedule: On Call

EXHIBIT B

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

<u>Cost per Disposal</u>	<u>Park Location</u>	<u>Total Cost Not to Exceed</u>
.13 per gallon	Bear Brook SP	\$2,470.00
.16 per gallon	Greenfield SP	\$6,800.00
.15 per gallon	Kingston SP	\$1,966.50
.16 per gallon	Odiorne Point SP	\$3,200.00
.13 per gallon	Pawtuckaway SP	\$4,615.00
.19 per gallon	Robert Frost Farm	\$ 190.00
.19 per gallon	Rye Harbor SP	\$ 380.00
.19 per gallon	Seacoast Science Ctr	\$ 902.50
.14 per gallon	Silver Lake SP	\$ 420.00
.19 per gallon	Wallis Sands SP	\$2,185.00
.30 per gallon	Wentworth Mansion	\$ 300.00
.20 per gallon	Wentworth Mansion	\$ 300.00
.27 per gallon	Wentworth Mansion	\$ 275.00
.17 per gallon	Springfield WIC	\$4,080.00
.14 per gallon	Canterbury WIC	\$2,100.00
.14 per gallon	Sutton WIC	\$2,100.00
.14 per gallon	DRED Warehouse	\$ 210.00

Total contract not to exceed \$32,494

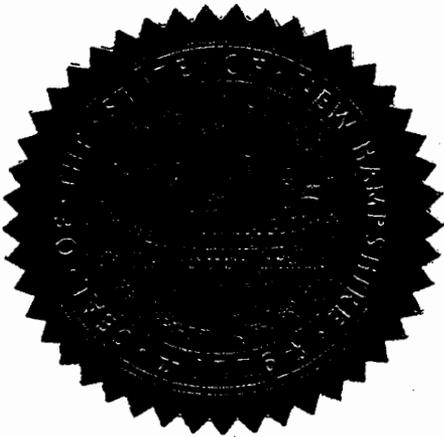
EXHIBIT C

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 30th day of March, A.D. 2015

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

William M. Gardner
Secretary of State

Corporate Resolution

I, RYAN BEDARD, hereby certify that I am duly elected Clerk/Secretary of FELIX SEPTIC SERVICE, INC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on APRIL 22, 2015 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That RYAN BEDARD, GENERAL MANAGER (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of FELIX SEPTIC SERVICE, INC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: _____

5/15/15

ATTEST: _____

Ryan Bedard - Manager
(Name and Title)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2015

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 FAX (A/C. No.): (603) 224-8012 E-MAIL ADDRESS: rskillings@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Insurance Co.</td> <td>31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefits</td> <td>41840</td> </tr> <tr> <td>INSURER C: Hanover Ins - Bedford</td> <td></td> </tr> <tr> <td>INSURER D: Hanover American Insurance</td> <td>36064</td> </tr> <tr> <td>INSURER E: Massachusetts Bay Ins. Co.</td> <td>22306</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Co.	31534	INSURER B: Allmerica Financial Benefits	41840	INSURER C: Hanover Ins - Bedford		INSURER D: Hanover American Insurance	36064	INSURER E: Massachusetts Bay Ins. Co.	22306	INSURER F:
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INSURER F:														
INSURED Felix Septic Service, Inc. and FSS Leasing, LLC 2 Thibeault Drive Bow NH 03304														

COVERAGES **CERTIFICATE NUMBER: 14-15 FELIX** **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 INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY			ZBV903276404	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000			
	<input checked="" type="checkbox"/> Contractual per CG0001						PERSONAL & ADV INJURY	\$ 1,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							GENERAL AGGREGATE	\$ 2,000,000			
							PRODUCTS - COM/PROP AGG	\$ 2,000,000			
								\$			
B	AUTOMOBILE LIABILITY			AWV903694304	6/1/2014	6/1/2015	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	<input checked="" type="checkbox"/> OCCUR		DBV903276504	6/1/2014	6/1/2015	EACH OCCURRENCE	\$ 3,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 3,000,000			
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	0					\$			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZV903678504-NH/MA	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N	N/A				WDV933615704-VT/RI/CT/ME	6/1/2014	6/1/2015	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
E				3A: NH/MA/VT/RI/CT/ME							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 <i>Renee L. Skillings</i>
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