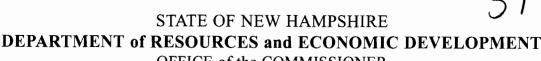
STATE OF NEW HAMPSHIRE



OFFICE of the COMMISSIONER

P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411

FAX: 603-271-2629

EW 2015

EX/ 2014



February 25, 2014

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

172 Pembroke Road

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 \$22,660 for septic pumping and disposal at 8 state park facilities, 3 welcome information centers, 1 historic site, and 1 DRED facility upon Governor and Executive Council approval from April 1, 2014 through October 31, 2014. 79% Park Fund, 20% Highway Fund, 1% Bureau of Historic Sites, and 1% DRED Administration.
- 2. Further authorize a 20% contingency in the amount of \$4,532 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. 79% Park Fund, 20% Highway Fund, 1% Bureau of Historic Sites, and 1% DRED Administration.

Funding is available in accounts titled, DRED Administration, Bureau of Historic Sites, Service Parks, and Hwy Welcome Centers, as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2014</u> <u>FY 2</u>	<u> 2015</u>
03-35-35-350010-34000000-020-500249 Curr	ent Expenses \$	252
03-35-35-350010-34020000-103-502664 Cont	racts for Op Services	588
03-35-35-351510-37200000-103-502664 Cont	racts for Op Services 5,460 14	1,262
03-35-35-352015-59190000-048-500226 Cont	ractual Maint B&G 2,808 3	3,822
	Totals: \$8,268 \$18	3,924

EXPLANATION

Felix Septic will perform septic pumping and disposal services at 8 state park facilities, 3 welcome information centers (WIC), 1 historic site, and 1 DRED 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 2014, an invitation to submit bids for septic pumping and disposal services at 41 state park facilities, 6 welcome information centers and 1 DRED facility located across the State of New Hampshire was advertised on the Department of Administrative Services' website. Ten (10) companies submitted bid proposals of which Felix Septic was the low bid for 8 parks, 3 WIC locations, 1 historic site, and 1 DRED 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

Travel & Tourism Director

Concurred,

Jeffrey J. Rose Commissioner



	State of New Hampshire		
Department o	f Resources and Economic I	Developm	ent
	ision of Parks and Recreation		
	n:i n		
	Bid Results		
Sep	tic Tank Pumping & Dispos	al	
	2014-2015		
			WADDED
PARK NAME	CONTRACTOR	AWARDED R AMOUNT	
TARKIVANIE	CONTRACTOR	B	IVIOUNI
Ahern State Park			
	B&S Septic	\$	112.50
	Rowell's Sewer	\$	125.00
	Lamprey Suburban	\$	180.00
Androscoggin Wayside			
	Bolen's Septic	\$	150.00
Bear Brook State Park		•	2.470.00
	Lamprey Suburban*	\$	2,470.00
	Felix Septic Rowell's Sewer	\$	2,470.00 2,660.00
	Sebastian Septic	\$	3,800.00
	B&S Septic	\$	4,275.00
	*Tie - winner drawn by		4,273.00
Beaver Brook Falls			
	Henniker Septic	\$	190.00
Mt. Cardigan State Park	· · · · · · · · · · · · · · · · · · ·		
	Lamprey Suburban*	\$	720.00
	Rowell's Sewer	\$	720.00
	Stearns Septic	\$	840.00
	*Tie - winner drawn by	iottery	
Coleman State Park			· · · · · · · · · · · · · · · · · · ·
Comman State 1 at R	Bolen's Septic	S	1,812.50
	20th 5 Septit		2,022.00
Connecticut Lakes			
	Bolen's Septic	\$	750.00

		AWARDED AMOUNT	
PARK NAME	CONTRACTOR		
Crawford Notch State Park			
	Lamprey Suburban	\$	2,677.50
	Rowell's Sewer	\$	2,730.00
Deer Mtn State Park	.	<u> </u>	
	Bolen's Septic	\$	500.00
Dixville Notch State Park			N + 1 / 2 - 1 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /
	Bolen's Septic	\$	250.00
Echo Lake State Park/Cathederal Ledge			
	Rowell's Sewer	\$	1,296.00
	Lamprey Suburban	\$	1,836.00
	B&S Septic	\$	1,980.00
Forest Lake State Park			v- N
	Bolen's Septic	\$	1,000.00
Gilson Pond Campground			
	Septic Manager	\$	1,140.00
	Septic Pro	\$	1,620.00
Great North Woods Regional Office			
	Bolen's Septic	\$	250.00
Greenfield State Park			
	Rowell's Sewer	\$	6,800.00
	Septic Pro	\$	9,775.00
	Henniker Septic	\$	10,200.00
	B&S Septic	\$	10,412.50

	ı	A'	WARDED
PARK NAME	CONTRACTOR	AMOUNT	
Jericho Mtn State Park	1		
	Bolen's Septic	\$	2,375.00
Kingston State Park			
	Felix Sepitc	\$	2,305.80
	Sebastian Septic	\$	3,294.00
	B&S Septic	\$	4,035.15
Lafayette State Park			
	Rowell's Sewer	\$	3,450.00
	Lamprey Suburban	\$	3,600.00
Lake Francis State Park			
	Bolen's Septic	\$	1,500.00
Miller State Park			
	Septic Manager	\$	380.00
	Henniker Septic	\$	480.00
	Septic Pro	\$	1,600.00
Milan Hill state Park		<u> </u>	
	Bolen's Septic	\$	1,000.00
Mollidgewock State Park		· · · · · · · · · · · · · · · · · · ·	
	Bolen's Septic	\$	750.00
Monadnock State Park			
	Septic Manager	\$	1,263.50
	Henniker Septic	\$	1,496.25
	Septic Pro	\$	1,795.00
Moose Brook State Park			
	Lamprey Suburban	\$	2,517.50
	Rowell's	\$	2,660.00

		A	WARDED
PARK NAME	CONTRACTOR	A	MOUNT
Northwood Meadows State Park			
	B&S Septic	\$	175.00
Oli Diagram			
Odiorne Point State Park	Falin Candia	s	2 (00 00
	Felix Septic		2,600.00
	B&S Septic	\$	5,500.00
Pawtuckaway State Park			
-	Felix Septic	\$	4,615.00
	Rowell's Sewer	\$	4,970.00
	Sebastian Septic	\$	7,100.00
	B&S Septic	\$	7,987.50
Pillsbury State Park	· · · · · · · · · · · · · · · · · · ·	+	
	Rowell's Sewer	\$	1,080.00
D.W. G. (D.)			
Rollins State Park	Rowell's Sewer		1 000 00
		\$	1,000.00
	Henniker Septic		1,200.00
	Stearns Septic B&S Septic		1,300.00 1,375.00
	Lamprey Suburban	\$ \$	1,500.00
	Lampley Suburban	Ψ	1,500.00
Rye Harbor State Park			
	Felix Septic	\$	280.00
	Sebastian Septic	\$	400.00
	B&S Septic	\$	550.00
Seacoast Science Center			
	Felix Septic	\$	665.00
	B&S Septic	\$	1,306.25

		A	WARDED
PARK NAME	CONTRACTOR	AMOUNT	
Sunapee State Park			
	Felix Septic	\$	2,100.00
	Rowell's Sewer	\$	2,700.00
	Henniker Septic	\$	3,600.00
	Stearns Septic	\$	3,900.00
	B&S Septic	\$	11,250.00
Vadleigh State Park			
	Felix Septic	\$	975.00
	Rowell's Sewer	\$	1,350.00
	Henniker Septic	\$	1,500.00
	B&S Septic	\$	2,062.50
Vallis Sands State Park			
	Felix Septic	\$	1,495.00
	Sebastian Septic	\$	2,300.00
	B&S Septic	\$	3,162.50
Vellington State Park			
	Rowell Septic*	\$	1,400.00
	Lamprey Suburban	\$	1,400.00
	*Tie - winner drawn by	lottery	
Ventworth Mansion			
	Felix Septic	\$	490.00
	Sebastian Septic	\$	700.00
	B&S Septic	\$	962.50
	T.		

	:	A	WARDED
PARK NAME	CONTRACTOR	A	MOUNT
Wentworth State Park			
	Felix Septic	\$	1,400.00
	Rowell's Sewer	\$	2,000.00
	Sebastian Septic	\$	2,000.00
	Lamprey Suburban	\$	2,200.00
	B&S Septic	\$	2,750.00
White Lake State Park			
-	Lamprey Suburban	\$	4,988.00
	Rowell's Sewer	\$	5,104.00
	B&S Septic	\$	6,380.00
	Sebastian Septic**	\$	4,240.00
	**Bid 1/2 season		
Winslow Lake State Park			
	Rowell's Sewer	\$	330.00
	Stearn Septic	\$	420.00
Mt Washington State Park			
	Rowell's Sewer	\$	4,410.00
	Lamprey Suburban	\$	4,500.00
Umbagog State Park			
	Bolen's Septic	\$	4,080.00
Springfield WIC	i		
	Rowell's Sewer	\$	5,440.00
	Stearns Septic	\$	8,320.00
	Henniker Septic	\$	9,120.00
	B&S Septic	\$	9,600.00

		A'	WARDED
PARK NAME	CONTRACTOR	AMOUNT	
Sanbornton WIC			
	Felix Septic	\$	975.00
	Lamprey Suburban	\$	1,050.00
	Rowell's Sewer	\$	1,275.00
	B&S Septic	\$	2,062.50
	1		
Canterbury WIC			
	Felix Septic	\$	2,275.00
	Lamprey Suburban	\$	2,975.00
	Rowell's Sewer	\$	2,975.00
	Henniker Septic	\$	3,325.00
······································	B&S Septic	\$	3,937.50
Sutton WIC			
	Felix Septic	\$	2,275.00
	Rowell's Sewer	\$	2,975.00
	Henniker Septic	\$	3,500.00
	B&S Septic	\$	4,287.50
	Stearns Septic	\$	4,550.00
Colebrook WIC			
	Bolen's Septic	\$	1,125.00
			
Littleton WIC		-	
	Rowell's Sewer	\$	1,980.00
ORED Warehouse			
	Felix Septic	\$	210.00
· · · · · · · · · · · · · · · · · · ·	Rowell's Sewer	\$	255.00
		!	
	; · · · · · · · · · · · · · · · · · · ·		



Subject:

Septic Pumping & Disposal VC: 156713 FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name	1.2 State Agency Address			
Department of Resources & Economic Development	PO Box 1856, 172 Pembroke Road, Concord, NH 03302			
1.3 Contractor Name	1.4 Contractor Address			
Felix Septic, Inc.	2 Thibeault Drive, Bow, NH 03304			
1.5 Contractor Phone Number 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation			
603-623-7907 See Attached	October 31, 2014 \$27,192.96 \$ 22,865.8			
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number			
Karen Dorsett, Accountant	603-271-3728			
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory			
h	Ryan Bedard, General Manager			
	ZANNE FLANNELLY, Notary Public COMMISSION Expires March 24 2015			
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory			
HB> & Roce	Jeffrey J. Rose, Commissioner			
1.16 Approval by the N.H. Department of Administration, Divis	ion of Personnel (if applicable)			
By: h/A	Director, On:			
1.17 Approval by the Attorney General (Form, Substance and E	on: 3 /13 /14			
1.18 Approval by the Governor and Executive Council				
Ву:	On:			

RECEIVED

FEB 1 9 2014

D.R.E.D.

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.

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 sct 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

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 Location, Park and WIC

		FY2014	FY2015
DRED Administration:			
03-35-35-350010-34000000-020-500249			\$210
	Sub Total:		\$210
Bureau of Historic Sites:			
03-35-35-350010-34020000-103-502664-35H09511			\$490
	Sub Total:		\$490
Service Parks:			
03-35-35-351510-37200000-103-502664-35P04311		\$2,305	
03-35-35-351510-37200000-103-502664-35P05911		\$1,300	\$1,300
03-35-35-351510-37200000-103-502664-35P06111		,	\$4,615
03-35-35-351510-37200000-103-502664-35P07011		\$665	,
03-35-35-351510-37200000-103-502664-35P07311		\$280	
03-35-35-351510-37200000-103-502664-35P07511			\$2,100
03-35-35-351510-37200000-103-502664-35P08311			\$975
03-35-35-351510-37200000-103-502664-35P08511			\$1,495
03-35-35-351510-37200000-103-502664-35P09311			\$1,400
	Sub Total:	\$4,550	\$11,885
Hwy Welcome Centers:		•	,
03-35-35-352015-59190000-048-500226-35U43499		\$390	\$585
03-35-35-352015-59190000-048-500226-35U45199		\$975	\$1,300
03-35-35-352015-59190000-048-500226-35U45499		\$975	\$1,300
	Sub Total:	\$2,340	\$3,185
	Grand Total:	\$6,890	\$15,770

EXHIBIT A

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

Kingston S/P	16,470 gallons	Schedule: April 2014
Odiorne SP	20,000 gallons	Schedule: May & Aug 2014
Pawtuckaway SP	35,500 gallons	Schedule: Sept 2014
Rye Harbor SP	2,000 gallons	Schedule: May 2014
Seacoast Science Ctr	4,750 gallons	Schedule: April 2014
Sunapee S/P & Campgrd	15,000 gallons	Schedule: July & Sept 2014
Wadleigh SP	7,500 gallons	Schedule: Fall 2014
Wallis Sands SP	11,500 gallons	Schedule: Aug 2014
Wentworth Mansion	3,500 gallons	Schedule: Oct 2014
Wentworth SP	10,000 gallons	Schedule: Fall 2014
Sanbornton WIC	7,500 gallons	Schedule: May & Oct 2014
Canterbury WIC	17,500 gallons	Schedule: May & Oct 2014
Sutton WIC	17,500 gallons	Schedule: May & Oct 2014
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.

Cost per Disposal	Park Location	Total Cost Not to Exceed
.14 per gallon	Kingston SP	\$2,306
.13 per gallon	Odiorne SP	\$2,600
.13 per gallon	Pawtuckaway SP	\$4,615
.14 per gallon	Rye Harbor SP	\$ 280
.14 per gallon	Seacoast Science Ctr	\$ 665
.14 per gallon	Sunapee SP	\$2,100
.13 per gallon	Wadleigh SP	\$ 975
.13 per gallon	Wallis Sands SP	\$1,495
.14 per gallon	Wentworth Mansion	\$ 490
.14 per gallon	Wentworth SP	\$1,400
.13 per gallon	Sanbornton WIC	\$ 975
.13 per gallon	Canterbury WIC	\$2,275
.13 per gallon	Sutton WIC	\$2,275
.14 per gallon	DRED Warehouse	\$ 210

FY2014: \$6,890 FY2015: \$15,770

Total contract not to exceed \$22,660

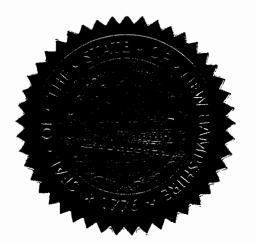
EXHIBIT C

There are no additional or special provisions in this contract.

State of New Hampshire Bepartment 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 10th day of February, A.D. 2014

William M. Gardner Secretary of State



February 4, 2014

State of New Hampshire
Department of Resources and Economic Development
Division of Parks and Recreation
172 Pembroke Road
P.O. Box 1856
Concord, NH 03302-1856
Attn: Karen Dorset

RE: Felix Septic Service

Dear Ms. Dorset:

Please accept this letter as confirmation and certification of the position of Mr. Ryan Bedard with Felix Septic Service, Inc.

Mr. Bedard currently serves as the General Manager at Felix Septic Service, Inc. In that capacity, Mr. Bedard has the power to execute, on behalf of Felix Septic Service, Inc., and all agreements related to Felix Septic Service, Inc. work with the State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation.

Sincerely,

Mark Thompson

President

2 Thibeault Drive ♦ Bow, New Hampshire 03304

SUZAMME FLANNELLY, Notary Public My Commission Expires March 24, 2015

www.FelixSeptic.com

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



CERTIFICATE OF CORPORATE VOTE

This is to certify that at a special meeting of the Executive Committee of Felix Septic Service, Inc., held at the offices of Felix Septic Service, Inc., located at 2 Thibeault Drive, Bow, New Hampshire on February 4, 2014, at 7:30 a.m., all the Members being present and voting, it was unanimously.

VOTED:	
A TRUE COPY	
ATTEST: General Manager: Ryan A. Bedard	
Notary Public: SUZANNE FLANNELLY, Notary Public My Commission Expires March 24, 2015	Date: <u>2-4-/4</u>

40 Winter Street ♦ Manchester, New Hampshire 03102

www.FelixSeptic.com

Telephone: 603/623-7907 ◆ Fax: 603/645-5233

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2014

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	CONTACT Renee Skillings	
THE ROWLEY AGENCY INC.	PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 2	24-8012
139 Loudon Road	E-MAIL ADDRESS: rskillings@rowleyagency.com	,
P.O. Box 511	INSURER(S) AFFORDING COVERAGE	NAIC #
Concord NH 03302-0511	INSURER A Citizens Insurance Co.	31534
INSURED	INSURER B Allmerica Financial Benefits	41840
Felix Septic Service, Inc.	INSURER C: Hanover Ins - Bedford	
and FSS Leasing, LLC	INSURER D : Hanover American Insurance	36064
2 Thibeault Drive	INSURER E Massachusetts Bay Ins. Co.	22306
Bow NH 03304	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A	CLAIMS-MADE X OCCUR			ZBV903276403	6/1/2013	6/1/2014	MED EXP (Any one person)	\$	5,000
	X Contractual per CG0001						PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT X LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO						BODILY INJURY (Per person)	\$	
-	ALL OWNED SCHEDULED AUTOS			AWV903694303	6/1/2013	6/1/2014	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
c	EXCESS LIAB CLAIMS-MADE			UHV903276503	6/1/2013	6/1/2014	AGGREGATE	\$	1,000,000
	DED X RETENTION\$ 0							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WZV903678503-NH/MA	6/1/2013	6/1/2014	X WC STATU- TORY LIMITS OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WDV933615703-VT/RI/CT/ME	6/1/2013	6/1/2014	E.L. EACH ACCIDENT	\$	1,000,000
E	(Mandatory in NH)	N/A		3A: NH/MA/VT/RI/CT/ME			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Excl: Mark Thompson			E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Covering operations of the Insured during the policy term

CERTIFICATE HOLDER	CANCELLATION		
271-3553 State of New Hampshire	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Dept. of Resource and Economic Developmen Division of Parks and Recreation	AUTHORIZED REPRESENTATIVE		
172 Pembroke Road			
P.O. Box 1856	Renee Skillings/RLS Rence L. Skillings.		
Concord NH 03302	Renee Skillings/RLS		

Dorsett, Karen

From:

Ryan Bedard < RBedard@felixseptic.com>

Sent:

Wednesday, February 19, 2014 3:18 PM

To: Cc: Dorsett, Karen

CC.

Suzanne Flannelly

Subject:

RE: Septic Pumping Changes to Contract

Ok sounds good.

Ryan Bedard General Manager



Office: 603/623-7907 Fax: 603/856-8657

Email: <u>rbedard@felixseptic.com</u> Website: http://www.FelixSeptic.com

From: Dorsett, Karen [mailto:Karen.Dorsett@dred.nh.gov]

Sent: Wednesday, February 19, 2014 3:00 PM

To: Ryan Bedard

Subject: RE: Septic Pumping Changes to Contract

Hi Ryan,

We will have to amend the contract and go in front of Governor and Executive Council again. However, if it's an emergency, we pay be able to pay without approval. We try to do our best to plan for all types of situations.

Karen

Karen Dorsett, State Parks Accountant

State of New Hampshire
Department of Resources and Economic Development
Business Office
172 Pembroke Road

Concord, NH 03302

Phone: (603) 271-3728