



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

April 13, 2020

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

Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a contract with ADR Small Engine Repair, LLC, 5 Orion Street, Concord, New Hampshire 03301 (VC# 172966-B001) in an amount not to exceed \$45,000.00 to provide maintenance and repair services for equipment used during training. Effective upon Governor and Council through June 30, 2023. Funding source: 96.83% Revolving Funds/3.17% General Funds.

Funds are available in the SFY 2021 operating budget and contingent upon the availability and continued appropriation of funds in SFY2022 and SFY2023 with the authority to adjust between state fiscal years through the Budget Office if needed and justified.

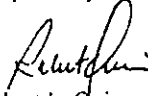
	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>
02-23-23-237010-40650000 Dept. of Safety – FSTEMS – FSTEMS Admin 103-500737 Contracts for OP Services – Contract Repairs; Machin, Equip Activity Code: 2370	\$14,000.00	\$14,000.00	\$14,000.00
02-23-23-238010-66310000 Dept. of Safety – Fire Safety – Fire Safety Admin 103-500737 Contracts for OP Services – Contract Repairs; Machin, Equip Activity Code: 2380	\$1,000.00	\$1,000.00	\$1,000.00
TOTAL	\$15,000.00	\$15,000.00	\$15,000.00

Explanation

This contract provides maintenance and repair services for gas powered tools and generating equipment used during training programs for the Department of Safety's Division of Fire Standards & Training and Emergency Medical Services and the Division of Fire Safety. These tools are used by the instructors and students in the delivery of the programs. For example, certain tools such as chain saws are used during extrication, shoring, and building entry classes.

The Division of Fire Standards & Training and Emergency Medical Services posted the bid on the State's Purchase and Property website on March 19, 2020. ADR Small Engine Repair, LLC was the only vendor to submit a bid.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

maintenance and repairs
 gas powered tools and generating equipment
 Bid RFB DOS 2020-09

VENDOR	Cost per Hour FY21	Materials Mark Up FY21	Cost per Hour FY22	Materials Mark Up FY22	Cost per Hour FY23	Materials Mark Up FY23
ADR Small Engine Repair, LLC	\$64.00	0%	\$64.00	0%	\$64.00	0%

The contract award shall be based upon a vendor meeting all terms and conditions of this RFB based on an estimated work order or job of four (4) hours and \$200.00 of materials.

	FY21	FY22	FY23
ADR Small Engine Repair, LLC	\$456.00	\$456.00	\$456.00



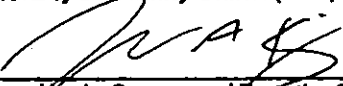
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Safety, Division of Fire Standards & Training and Emergency Medical Services		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name ADR Small Engine Repair, LLC		1.4 Contractor Address 5 Orion Street, Concord, New Hampshire 03301	
1.5 Contractor Phone Number 603-799-8034	1.6 Account Number See Exhibit A	1.7 Completion Date June 30, 2023	1.8 Price Limitation Not to exceed \$45,000.00
1.9 Contracting Officer for State Agency Director Deborah A. Pendergast		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature  Date: 4/8/20		1.12 Name and Title of Contractor Signatory Alan Robichas Member Manager	
1.13 State Agency Signature  Date: 5/7/20		1.14 Name and Title of State Agency Signatory Steve R. Lavoie, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/20/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials AR
Date 7/8/20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

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

EXHIBIT A - SPECIAL PROVISIONS

The appropriate account numbers for the P-37 form, section 1.6 are listed below:

	FY2021	FY2022	FY2023
Fire Standards & Training and Emergency Medical Services 010-023-40650000 103-500737	\$14,000.00	\$14,000.00	\$14,000.00
Fire Safety 010-023-66310000 103-500737	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
TOTAL	\$15,000.00	\$15,000.00	\$15,000.00

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

ADR Small Engine Repair, LLC shall provide the following maintenance and repair services in accordance with RFB DOS 2020-09 to the Department of Safety.

Services:

To provide professional maintenance and repair services for gas powered and generating equipment for the Division of Fire Standards & Training and Emergency Medical Services and the Division of Fire Safety. The vendor shall provide the following maintenance services effective from July 1, 2020 or upon Governor & Council approval (whichever happens later) through June 30, 2023.

- All maintenance and repairs performed on-site.
- Company must provide their own general and specific tools required to perform maintenance and repairs.
- All required parts will be original manufacturer's equipment provided by the contractor; the contractor must be able to secure parts from various vendors such as Sithl, Jonsered, Cutters Edge, Surevent, etc.
- At the State's discretion, the State reserves the right to have material lists provided by the contractor prior to the work performed. The State reserves the right to supply materials.
- Scheduling of routine visits coordinated between the vendor and New Hampshire Fire Academy and subject to change.
- Available on call service within 24 hours for emergencies. Service required for problems that may occur between scheduled service maintenance visits.
- The cost of repair work will be quoted to the requesting agency and approved by same prior to commencement of work.
- The State shall not be charged for mileage and/or labor charges during travel time to and from the service location.
- The contractor shall provide all, lubricants, cleaning compounds and wiping cloths at all locations at no charge to the State.
- Maintenance logs must be tracked and completed, showing maintenance and usage for each piece of power equipment.
- Company must be able to provide classes on general equipment use and safety procedures to the division Instructors and personnel if necessary.
- Company must be equipped and able to sharpen carbide tipped vent chain and blades.

ADR Small Engine Repair, LLC

Contractor Initials AR

Page 6 of 9

Date 4/8/20

The following is a list of equipment to be serviced:

Honda EU1000is Generator
Honda TEU1000d Portable lighting generator
Honda EB5000 Portable Generator
Honda EX5500 Portable Generator
Onan trailer mounted RV style generator
Briggs & Stratton portable generator
Super Vac ventilation fan
Stanley Hydraulic System power unit
Hale suction pump
Echo Back Pack blower
Giant Vac walk behind blower
Grass trimmer/brush cutters
Shindawa Power Sweeper
Simplicity snow blower
Gravely commercial walk behind mower
John Deere self-propelled mower
Yamaha golf cart
Exmark 60" riding mower
Poulan hedge trimmer
Stihl KM trimmer attachments
Holmatro hydraulic extrication power unit
Amkus hydraulic extrication power unit
Kohler CH640 trailer mounted hydraulic winch power unit
Cutters Edge Fire Dept. style ventilation saw
Gas powered rotary saw
Sure-Vent Fire Dept. style ventilation saw
Jonsered 2036 chain saw
Stihl MS362 chain saw with carbide demolition chain
Honda EU2000i portable generators

Any other gasoline or diesel powered piece of equipment deemed appropriate by the divisions for service under this contract (vehicles not included).

All equipment is evaluated quarterly for repair or service needs. In addition to quarterly evaluations, listed below is a sample schedule for maintenance of the equipment based on the equipment's requirements. This schedule is subject to change and the Division shall have the ability to request service on piece of equipment covered under this contract based on excessive use and unforeseen wear or damage.

Serviced yearly:

Chain saws, ventilation saws, grass trimmers, back pack blower, and cut off saws.

Serviced every six months and/or 100 hours of usage:

Honda generators and Holmatro power unit.

Serviced every year and/or 25 hours of usage:

ADR Small Engine Repair, LLC

Contractor Initials

ARL

Date

4/8/20

PPV fans, Hale suction pumps, giant vac blower, snow blower, John Deere push mower, and Pincor generator.

Serviced every year and/or 50 hours of usage:
Divilbis generator

Serviced every year and/or 100 hours of usage:
Gravely movers, Exmark mowers, trailer mounted generators, and Stanley pump system.

Serviced every six months:
Golf carts.

Listed below are the hourly rates and materials mark up for each fiscal year:

Hourly Rate for July 1, 2020 through June 30, 2021:	\$64.00
Materials mark-up for July 1, 2020 through June 30, 2021:	List Price *
Hourly Rate for July 1, 2021 through June 30, 2022:	\$64.00
Materials mark-up for July 1, 2021 through June 30, 2022:	List Price *
Hourly Rate for July 1, 2022 through June 30, 2023:	\$64.00
Materials mark-up for July 1, 2022 through June 30, 2023:	List Price *

* Razorback saw chain shall be priced at list price minus 10%.

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total contract price shall not exceed \$45,000.00 and breaks down as follows:

Fiscal Year 2021	\$15,000.00
Fiscal Year 2022	\$15,000.00
Fiscal Year 2023	\$15,000.00

Partial payments are accepted. Invoices shall be submitted when services have been completed to:

State of New Hampshire
Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

Or

State of New Hampshire
Department of Safety
Division of Fire Safety
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

ADR
Small Engine Repair, LLC

"We bring the shop to you"

5 Orion St

Concord, NH 03301

603-799-8034

- Lawn Mowers - Snow blowers - Chain saws & more

LLC Certification of Authority

I, Alan Robidas, hereby certify that as of 4/8/2020 I am the sole Member Manager of ADR Small Engine Repair, LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.

Attest:



Date:

4/8/20

State of New Hampshire

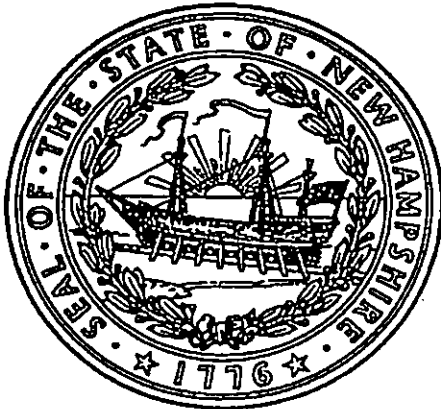
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADR SMALL ENGINE REPAIR LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 20, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 566158

Certificate Number: 0004886930



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2020.

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

William M. Gardner
Secretary of State



ADRSMAL-01

ADOLLIVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2020

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

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

PRODUCER Davls & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Ashley Dolliver
	PHONE (A/C, No, Ext): (603) 715-9771 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: adolliver@davistowle.com
INSURED ADR Small Engine Repair LLC 5 Orion Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: MMG Insurance Company NAIC # 15997
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP13109682	8/19/2019	8/19/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER State of NH Department of Safety Division of Fire Standards & Training & Emergency Medical Services 33 Hazen Drive Concord, NH 03305	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

ADR
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ADR Small Engine Repair, LLC is a Limited Liability Company that has no employees and will have no employees during the duration of the contract entered into with the State of New Hampshire.


Alan D. Robidas

4/8/20
Date