

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 1/15/2020

CONTRACT #: 8002363
AMENDMENT #: 2

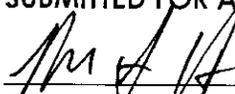
NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: Elf's Landscaping, Inc.

VENDOR CODE #: 156993

SUBMITTED FOR ACCEPTANCE BY:



RYAN AUBERT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1/15/20

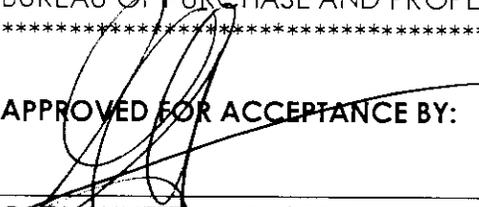
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 1/16/20

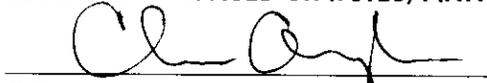
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/16/2020

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/16/2020

SECOND AMENDMENT TO THE CONTRACT
BETWEEN ELF'S LANDSCAPING, INC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002363

This Second Amendment (hereinafter referred to as the "Amendment"), dated this _____ day of January, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Elf's Landscaping, Inc (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective September 6, 2018 set to expire July 31, 2021 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$245,761.00
2. Amend Exhibit B Payment & Pricing; Replace the existing pricing for the below location with the following payment terms for the period December 2019 through July 2021:

Location	December 2019- July 2020	August 2020- July 2021
Rochester Armory	\$11,783.00	\$11,783.00

3. Amend Section 4 Scope of Work; Add the following Special Requirements for the following locations:

Rochester Armory	106 Brock Street Rochester	Parking area compound was increased through expansion and is now included in the scope of work.
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4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on January 4, 2019 shall remain in full force and effect.

ELF's LANDSCAPING, INC.

STATE OF NEW HAMPSHIRE

By: [Signature]
Suzanne C. Fees
(Print Name)

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Vice President

Title: Commissioner,
Department of Administrative Services

Date: 1-17-2020

Date: 1-16-2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 7 day of Jan, 2020
There appeared before me, the state and county fairesaid a person who satisfactorily identified ~~himself~~ ^{herself} as

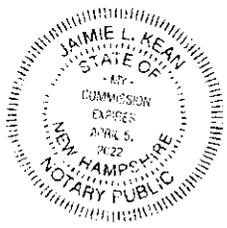
Suzanne C Fees

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:
4/5/2022
(Date)



CERTIFICATE OF VOTE
(Corporation with Seal)

I, E. Leonard Foss III, President of the

Elf's Landscaping, Inc, do hereby certify that:

(1) I am the duly elected and acting President of the
Elf's Landscaping, Inc, a New Hampshire corporation (the
"Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

 day of , 20 , which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain snowplowing services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

E. Leonard Foss II President Name

Suzanne Foss Vice President Name

Corp does not have one Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President

of the Corporation and have affixed its corporate seal this 7th day of January, 2019

President

(Seal)

STATE OF New Hampshire

COUNTY OF Strafford

On this the 7th day of January 2019, before me, Jamie L Kean, the undersigned officer,

personally appeared, Edward Foss III, who acknowledge her/himself to be the

President, of ELF's Landscaping Inc, a corporation, and that

she/he, as

(Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the
(Title)

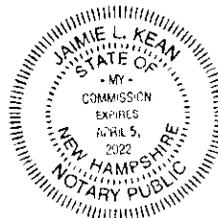
purposes herein contained, by signing the name of the corporation by her/himself as

[Signature]

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jamie L Kean
Notary Public/Justice of the Peace

My Commission expires: 4/5/22



Business Information

Business Details

Business Name: ELF'S LANDSCAPING, INC.	Business ID: 154073
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 12/31/1990	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 12/31/1990	
Principal Office Address: 296 WALNUT STREET, ROCHESTER, NH, 03867, USA	Mailing Address: PO Box 7266, Rochester, NH, 03839, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2019
	Next Report Year: 2020
Duration: Perpetual	
Business Email: sue@elfslandscaping.com	Phone #: 603-332-8324
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / DEAL IN LAWN CARE, LANDSCAPING, SNOW PLOWING, IRRIGATION SYSTEMS ETC.	

Page 1 of 1, records 1 to 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2020

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).

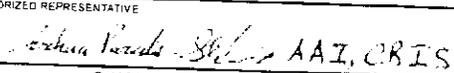
PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kathleen Freeman, AAI PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: KFreeman@crossagency.com FAX (A/C, No): (603) 645-4331	
INSURED Eif's Landscaping Inc & Beaujolais Leasing, LLC 296 Walnut St Rochester NH 03867		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity NAIC # 23280 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRT 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 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LCC <input type="checkbox"/> OTHER			ENP0423672	02/01/2017	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMSES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ERA0423671	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE			ENP0423672	02/01/2017	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NH WC issued by carrier directly			PER STATUTE 0-4-PR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Herbicide/Pesticide Pollution			ENP0423672	02/01/2017	02/01/2020	Limit 25,000 Aggregate 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Snow plowing services. State of New Hampshire is included as additional insured with respects to the CGL as per written contract. A waiver of subrogation in favor of the above additional insured applies with respects to the CGL as per written contract.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services 25 Capitol Street Suite 102 Concord NH 03301	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  AAI, ORIS
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P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: **Elf's Landscaping, Inc.** **Certificate #: 7**
Post Office Box 7266
Rochester, NH 03839-7266

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP. DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous		Body Injury By Accident	\$1,000,000
	Extended			
	Policy Term		Body Injury by Disease Policy Limit	\$1,000,000
Workers Compensation	01/01/2020-C1/01/2021	PD00746NHMTA2020	Body Injury by Disease Each Person	\$1,000,000
Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input checked="" type="checkbox"/>				
If yes, describe under Description of Operations below				
Description of Operations				
ADDITIONAL COMMENTS				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire Admin Services
Purchasing & Property
25 Capitol Street 102
Concord, NH 03301

Authorized Representative

Concord, NH Office 603-224-7337 Phone Number 12/17/2019 Date Issued

STATE OF NEW HAMPSHIRE
 Dept. of Administrative Services
 Div. of Procurement and Support Services
 Bureau of Purchase and Property
 State House Annex
 Concord, New Hampshire 03301

Date: 1/15/2019

NOTICE OF CONTRACT
(REVISION)

COMMODITY: Snow Plowing

CONTRACT NO.: 8002363

NIGP CODE: 968-7200

VENDOR: Elf's Landscaping, Inc.
 PO Box 7266 / 296 Walnut Street
 Rochester, NH 03867

Vendor #: 156993

CONTACT PERSON: Lennie Foss III
Tel. No.: 603-332-8324
Email: Melissa@elfslandscaping.com

EFFECTIVE FROM: September 6, 2018 **Through:** July 31, 2021

LOCATIONS AND PRICES:

Location	Cost Winter 2018-2019	Cost Winter 2019-2020	Cost Winter 2020-2021
Dover District Court	\$6,400.00	\$6,400.00	\$6,600.00
Rochester Circuit Court	\$5,500.00	\$5,500.00	\$5,500.00
NHES Somersworth	\$8,200.00	\$8,200.00	\$8,200.00
Rochester Armory	\$6,500.00	\$11,783.00	\$11,783.00
Rochester Armory Raymond Bisson Center	\$8,500.00	\$8,500.00	\$8,500.00
Somersworth Armory	\$4,900.00	\$5,000.00	\$5,300.00
DOS, DMV Office- Dover	\$10,500.00	\$10,500.00	\$10,500.00

Location	Cost Winter 2019-2020	Cost Winter 2020-2021	Total
Portsmouth Armory	\$8,200.00	\$8,200.00	\$16,400.00
Adjutant General's Department FMS	\$8,300.00	\$8,300.00	\$16,600.00

PAYMENTS

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The contracted rate for the period of **October through April** should be billed in monthly installments. All invoices shall include the location and the month that is being billed. All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

The invoice shall be sent to the address of the using agency under agreement.

QUESTIONS:

Direct any questions to Ryan Aubert, 603-271-0580 or
Ryan.Aubert@NH.Gov

Subject: Snow Plowing Services

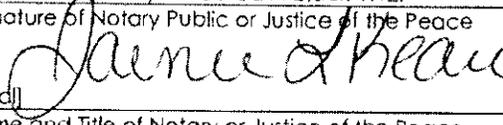
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

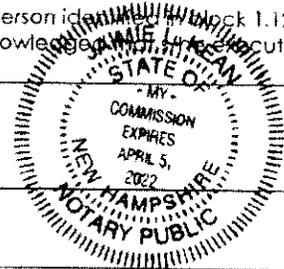
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Elf's Landscaping, Inc		1.4 Contractor Address PO Box 7266 Rochester, NH 03839	
1.5 Contractor Phone Number 603-332-8324	1.6 Account Number Various	1.7 Completion Date 7/31/2021	1.8 Price Limitation \$218,595.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory E. Leonard Foss III / President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Strafford</u> On <u>8/22/18</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 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 Jamie L Mean			
1.14 State Agency Signature  Date: <u>9/6/18</u>		1.15 Name and Title of State Agency Signatory Charles M. Arlinghous, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Elf's Landscaping, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Dover District Court, Rochester Circuit Court, NHES Somersworth, Liquor Store #36, Rochester Armory, Rochester Armory Raymond Bisson Center, Somersworth Armory, DMV Office, Portsmouth Armory, with Snow Plowing Services in accordance with the bid/proposal submission in response to State RFB #2058-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2058-18

3. TERM OF CONTRACT

This Contract shall commence on August 1, 2018 and shall terminate on July 31, 2021, a period of approximately three (3) years.

The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. SCOPE OF WORK

Contractor shall remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. Contractor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Contractor is staking the property, the Contractor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Contractor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facilities' scope of work and
- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to

allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the Contractor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm.

For locations that require walkway and sidewalk snow removal the Contractor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statues. Hand shoveling shall be done within three (3) feet of the aforementioned items.

The Contractor is responsible for snow drift and wind row clean-up. The Contractor may be called to return to the site to plow snow drifts during, after, or between storms.

The Contractor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee listed in Exhibit B. Contractor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established in Exhibit B. The State does not provide or allow snow removal of snow from one facility to be deposited at another state facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Contractor push or plow snow onto public or private walkways and roadways.

The Contractor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Contractor must be owned and registered to the Contractor and all vehicles must be manned and operated by employees of the Contractor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles

and/or equipment that do not meet the above criteria shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Contractor shall be required to provide copies of all disposal records and tags.

The Contractor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Final payment shall not be made unless all repairs have been completed and approved by the facility location contact.

The Contractor shall establish and implement methods of ensuring that all card keys and keys issued to the Contractor by the State are not lost or misplaced. The Contractor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Contractor.

The Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

SITE SPECIFIC REQUIREMENTS:

Dover Circuit Court
25 Saint Thomas Street

Dover

Contractor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. **Contractor shall plow only the parking spaces on St. Thomas Street and not the street itself.** Snow must be removed from the intersection of Walnut Street and St. Thomas Street to allow for clear visibility for entering and exiting traffic. Snow must be removed from the employee parking lot located next to the building adjacent to Chestnut Street. During the **primary business hours** of the facility, 7 am - 4:30 pm Monday - Friday, Contractor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.
Snow piling in parking spaces, even temporary, is strictly prohibited.
No use of state equipment.
No storing of Contractor equipment on state property.

DMV Office
50 Boston Harbor Road

Dover

Snowplowing services as needed to ensure that no more than two (2) inches have accumulated in travel lanes.
Contractor shall shovel, sand and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day.
Walkways shall be kept clear of snow and ice from 7:30 AM to 5 PM.
Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.

Liquor Store #38
Portsmouth Traffic Circle
738 Islington Street

Portsmouth

Hours of Operation: Sun - Sat 8 AM - 9 PM
Contractor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced.
Contractor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes.
Contractor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours.
Contractor shall provide 20-25 lb. bags of Magnesium Chloride or equivalent no later than November 1 each plow season.
Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas.
To eliminate build-up, the Contractor shall salt, sand, and scrape all surfaces after every ice/snow storm.
Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.

Rochester
Armory
106 Brock Street

Rochester

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor. Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

Rochester
Armory
Raymond Bisson
Center
70 Rochester Hill
Road

Rochester

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor. Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

Rochester
Circuit Court
76 North Main
Street

Rochester

Contractor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am.
During the primary business hours of the facility, 7 am - 4:30 pm Monday - Friday Contractor shall provide: Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.
Snow piling in parking spaces, even temporary, is strictly prohibited.
No use of state equipment.
No storing of Contractor equipment on state property.

NHES
Somersworth

Somersworth

All parking spots shall be useable by 7 AM Monday through Friday. NHES' primary business hours are from 7 AM to 5 PM M-F.
Location has three lots that must be cleared.
During business hours, Contractor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes.
Contractor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed.
Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.
Snow must be removed within two (2) business days after the storm ends.
Contractor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks in order to provide unobstructed access to and from units each time parking lot is plowed.
Location has a generator; the snow must be cleared away from the fencing of the generator and the generator.

Somersworth
Armory
15 Blackwater
Road

Somersworth

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor.
Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

BEGINS 7/1/2019

Portsmouth
Armory
803 McGee
Drive

Portsmouth

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor.
Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

All services performed under this Contract(s) shall be performed between the hours listed for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace, at the Contractor's expense, in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2058-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$218,595.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Agency Name	Location to be serviced	August 2018 - July 2019	August 2019 - July 2020	August 2020 - July 2021
Dover District Court	25 Saint Thomas Street Dover	\$6,400.00	\$6,400.00	\$6,600.00
Rochester Circuit Court	76 North Main Street Rochester	\$5,500.00	\$5,500.00	\$5,500.00
NHES Somersworth	6 Marsh Brook Somersworth	\$8,200.00	\$8,200.00	\$8,200.00
Liquor Store #38	Portsmouth Traffic Circle 738 Islington Street Portsmouth	\$16,500.00	\$16,500.00	\$16,995.00
Rochester Armory	106 Brock Street Rochester	\$6,500.00	\$6,500.00	\$6,500.00
Rochester Armory Raymond Bisson Center	70 Rochester Hill Road Rochester	\$8,500.00	\$8,500.00	\$8,500.00
Somersworth Armory	15 Blackwater Road Somersworth	\$4,900.00	\$5,000.00	\$5,300.00
DMV Office	50 Boston Harbor Road Dover	\$10,500.00	\$10,500.00	\$10,500.00
Portsmouth Armory	803 McGee Drive Portsmouth	N/A	\$8,200.00	\$8,200.00

Contractor Initials *ELF*
Date *8-22-18*

ADDING LOCATIONS AFTER AWARD(S):

The State shall procure services for added locations under this contract utilizing the following steps:

1. All bidders must list the town(s), section included on offer spreadsheet, which they serve.
2. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contracted Contractors listed for that location.
3. The Contractor shall submit a quote offering by the due date referenced in each RFQ.
4. The Contractor offering the lowest cost, meeting specifications, for the service shall be selected.
5. If no bids are received by any of the contracted Contractors, a RFB will be posted to the State's bid website and be open to all Contractors.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT D

RFB #2058-18 is incorporated here within.

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN ELF'S LANDSCAPING, INC
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR SNOW PLOWING SERVICES
 CONTRACT # 8002363**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of January, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Elf's Landscaping, Inc (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective September 6, 2018 set to expire July 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$235,195.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period September 1, 2018 through July 31, 2021:

Location	Address	August 2019 - July 2020	August 2020 - July 2021
Adjutant General's Department FMS	86 Brock Street Rochester	\$8,300.00	\$8,300.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 6, 2018, shall remain in full force and effect.

Elf's Landscaping, Inc

By: [Signature]

E. Leonard Foss III
(Print Name)

Title: President

Date: 1-9-19

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-11-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 9th day of January, 2019
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

E. Leonard Foss III

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:
4/5/22
(Date)



STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/31/2018

CONTRACT #: 8002363

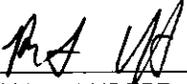
NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: Elf's Landscaping, Inc.

VENDOR CODE #: 156993

SUBMITTED FOR ACCEPTANCE BY:



RYAN AUBERT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 8/31/18

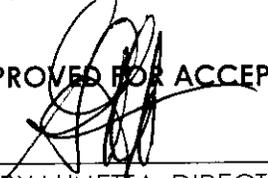
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/4/18

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/6/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/6/18

Subject: Snow Plowing Services

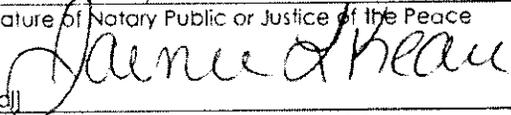
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

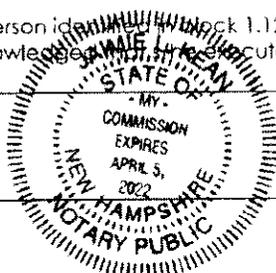
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Elf's Landscaping, Inc		1.4 Contractor Address PO Box 7266 Rochester, NH 03839	
1.5 Contractor Phone Number 603-332-8324	1.6 Account Number Various	1.7 Completion Date 7/31/2021	1.8 Price Limitation \$218,595.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory E. Leonard Foss III / President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Strafford</u> On <u>8/22/18</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 he/she 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 Jamie L Mean			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Elf's Landscaping, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Dover District Court, Rochester Circuit Court, NHES Somersworth, Liquor Store #36, Rochester Armory, Rochester Armory Raymond Bisson Center, Somersworth Armory, DMV Office, Portsmouth Armory, with Snow Plowing Services in accordance with the bid/proposal submission in response to State RFB #2058-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2058-18

3. TERM OF CONTRACT

This Contract shall commence on August 1, 2018 and shall terminate on July 31, 2021, a period of approximately three (3) years.

The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

4. SCOPE OF WORK

Contractor shall remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. Contractor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Contractor is staking the property, the Contractor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Contractor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facilities' scope of work and
- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to

allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the Contractor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm.

For locations that require walkway and sidewalk snow removal the Contractor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.

The Contractor is responsible for snow drift and wind row clean-up. The Contractor may be called to return to the site to plow snow drifts during, after, or between storms.

The Contractor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee listed in Exhibit B. Contractor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established in Exhibit B. The State does not provide or allow snow removal of snow from one facility to be deposited at another state facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Contractor push or plow snow onto public or private walkways and roadways.

The Contractor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Contractor must be owned and registered to the Contractor and all vehicles must be manned and operated by employees of the Contractor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles

and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Contractor shall be required to provide copies of all disposal records and logs.

The Contractor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Final payment shall not be made unless all repairs have been completed and approved by the facility location contact.

The Contractor shall establish and implement methods of ensuring that all card keys and keys issued to the Contractor by the State are not lost or misplaced. The Contractor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Contractor.

The Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

SITE SPECIFIC REQUIREMENTS:

Dover Circuit Court
25 Saint Thomas Street

Dover

Contractor shall commence snow plow operations no later than 6 am Monday - Friday to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. **Contractor shall plow only the parking spaces on St. Thomas Street and not the street itself.** Snow must be removed from the intersection of Walnut Street and St. Thomas Street to allow for clear visibility for entering and exiting traffic. Snow must be removed from the employee parking lot located next to the building adjacent to Chestnut Street. During the **primary business hours** of the facility, 7 am - 4:30 pm Monday - Friday, Contractor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours. Snow piling in parking spaces, even temporary, is strictly prohibited. No use of state equipment. No storing of Contractor equipment on state property.

DMV Office
50 Boston Harbor Road

Dover

Snowplowing services as needed to ensure that no more than two (2) inches have accumulated in travel lanes. Contractor shall shovel, sand and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day. Walkways shall be kept clear of snow and ice from 7:30 AM to 5 PM. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.

Liquor Store #38
Portsmouth Traffic Circle
738 Islington Street

Portsmouth

Hours of Operation: Sun - Sat 8 AM - 9 PM
Contractor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced. Contractor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes. Contractor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours. Contractor shall provide 20-25 lb. bags of Magnesium Chloride or equivalent no later than November 1 each plow season. Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas. To eliminate build-up, the Contractor shall salt, sand, and scrape all surfaces after every ice/snow storm. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.

Rochester
Armory
106 Brock Street

Rochester

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor. Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

Rochester
Armory
Raymond Bisson
Center
70 Rochester Hill
Road

Rochester

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor. Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
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Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

Rochester
Circuit Court
76 North Main
Street

Rochester

Contractor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am.
During the primary business hours of the facility, 7 am - 4:30 pm Monday - Friday Contractor shall provide: Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.
Snow piling in parking spaces, even temporary, is strictly prohibited.
No use of state equipment.
No storing of Contractor equipment on state property.

NHES
Somersworth

Somersworth

All parking spots shall be useable by 7 AM Monday through Friday. NHES' primary business hours are from 7 AM to 5 PM M-F.
Location has three lots that must be cleared.
During business hours, Contractor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes.
Contractor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed.
Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them.
Snow must be removed within two (2) business days after the storm ends.
Contractor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks in order to provide unobstructed access to and from units each time parking lot is plowed.
Location has a generator; the snow must be cleared away from the fencing of the generator and the generator.

Somersworth
Armory
15 Blackwater
Road

Somersworth

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor.
Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
Contractor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.
Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

BEGINS 7/1/2019

Portsmouth
Armory
803 McGee
Drive

Portsmouth

Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.
The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Contractor.
Contractor will have a key to unlock and lock motor pool gates. If Contractor finds that the lock on the gate is frozen and cannot unlock the gate, the Contractor will thaw frozen lock with water or lock de-icer.
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Driveway entrances and exits shall have a clear view of oncoming traffic.
All sand should be removed from the grass areas during spring clean-up.
All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.
Rock salt should be used on the parking lots.
Walkway magnesium or potassium chloride should be used on the sidewalks.

All services performed under this Contract(s) shall be performed between the hours listed for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace, at the Contractor's expense, in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2058-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$218,595.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Agency Name	Location to be serviced	August 2018 - July 2019	August 2019 - July 2020	August 2020 - July 2021
Dover District Court	25 Saint Thomas Street Dover	\$6,400.00	\$6,400.00	\$6,600.00
Rochester Circuit Court	76 North Main Street Rochester	\$5,500.00	\$5,500.00	\$5,500.00
NHES Somersworth	6 Marsh Brook Somersworth	\$8,200.00	\$8,200.00	\$8,200.00
Liquor Store #38	Portsmouth Traffic Circle 738 Islington Street Portsmouth	\$16,500.00	\$16,500.00	\$16,995.00
Rochester Armory	106 Brock Street Rochester	\$6,500.00	\$6,500.00	\$6,500.00
Rochester Armory Raymond Bisson Center	70 Rochester Hill Road Rochester	\$8,500.00	\$8,500.00	\$8,500.00
Somersworth Armory	15 Blackwater Road Somersworth	\$4,900.00	\$5,000.00	\$5,300.00
DMV Office	50 Boston Harbor Road Dover	\$10,500.00	\$10,500.00	\$10,500.00
Portsmouth Armory	803 McGee Drive Portsmouth	N/A	\$8,200.00	\$8,200.00

ADDING LOCATIONS AFTER AWARD(S):

The State shall procure services for added locations under this contract utilizing the following steps:

1. All bidders must list the town(s), section included on offer spreadsheet, which they serve.
2. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contracted Contractors listed for that location.
3. The Contractor shall submit a quote offering by the due date referenced in each RFQ.
4. The Contractor offering the lowest cost, meeting specifications, for the service shall be selected.
5. If no bids are received by any of the contracted Contractors, a RFB will be posted to the State's bid website and be open to all Contractors.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

EXHIBIT D

RFB #2058-18 is incorporated here within.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2018

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 INSURED Elf's Landscaping Inc Beaujolais Leasing, LLC 296 Walnut Street Rochester NH 03867		CONTACT NAME: Kathleen Freeman, AAI PHONE: (603) 669-3218 FAX: (603) 645-4331 (A/C, No, Ext): (A/C, No): E-MAIL: KFreeman@crossagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Indemnity 23280 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 18-19 All lines 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 INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRD. <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC OTHER		ENP0423672	2/1/2017	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0423671	2/1/2018	2/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ENP0423672	2/1/2017	2/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NR Worker's Compensation certificates to be issued directly by NH Motor Transport Association			PER STATUTE DTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Herbicide/Pesticide Pollution		ENP0423672	2/1/2017	2/1/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Snow plowing services. State of New Hampshire is included as additional insured with respects to the CGL as per written contract. A waiver of subrogation in favor of the above additional insured applies with respects to the CGL as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

laura.ingram@nh.gov State of New Hampshire Department of Administrative Services Bureau of Purchase & Property 25 Capitol Street Suite 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathleen Freeman, AAI
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CERTIFICATE OF VOTE
(Corporation with Seal)

I, E. Leonard Foss III, President of the
(Corporation Representative Name) (Corporation Representative Title)

EIF's Landscaping, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
(Corporation Representative Title)

EIF's Landscaping, Inc. a New Hampshire corporation (the
"Corporation"); (Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

22nd day of August, 2018, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain snowplowing services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof, and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

E. Leonard Foss III President Name

Suzanne Foss Vice President Name

Corp. does not have one Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President
(Title)

of the Corporation and have affixed its corporate seal this 22nd day of August, 2018.

President
(Title)

(Seal)

STATE OF New Hampshire

COUNTY OF Strafford

On this the 22nd day of August, 2018, before me, Jamie L Kean, the undersigned officer,

personally appeared E. Leonard Foss IV, who acknowledge her/himself to be the
President, of Elf's Landscaping, Inc., a corporation, and that
she/he, as
(Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the
(Title)

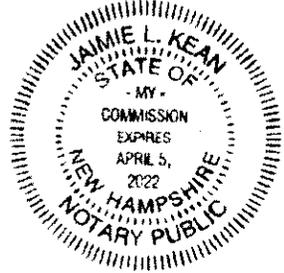
purposes therein contained, by signing the name of the corporation by her/himself as

President

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jamie L Kean
Notary Public/Justice of the Peace

My Commission expires: 4-5-22



State of New Hampshire

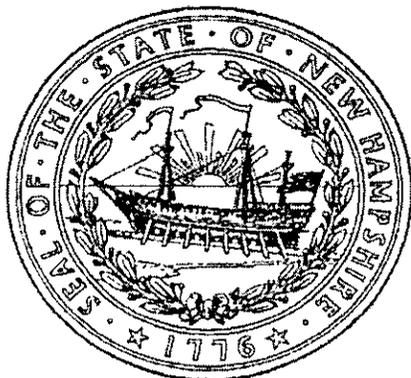
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ELFS LANDSCAPING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 31, 1990. 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: 154073

Certificate Number: 0004167031



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of August A.D. 2018.

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

William M. Gardner
Secretary of State