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

DATE: 12/3/2019  
CONTRACT #: 8002373  
AMENDMENT#: 4  
NIGP CODE: 968-7200

CONTRACT FOR:  Snow Plowing Services

CONTRACTOR:  TH Turnkey Construction, LLC.  
VENDOR CODE #: 226497

SUBMITTED FOR ACCEPTANCE BY:  

[Signature]  
RYAN ALBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:  

[Signature]  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:  

[Signature]  
GARY FLORENTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

[Signature]  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/5/19
FOURTH AMENDMENT TO THE CONTRACT
BETWEEN TH TURNKEY CONSTRUCTION LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002373

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 29 day of November, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and TH Turnkey Construction LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 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 $117,550.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period February 1, 2019 through July 31, 2019:

   Location          Address                          November 2019-July 2020
   Liquor Store #46  46 North Main                      $3,750.00
                     Street Ashland, NH

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 6, 2018, September 24, 2018, and February 6, 2019 shall remain in full force and effect.

Contractor Initials:
Date: 11/28/19
TH Turnkey Construction LLC

By: Holly Andrews (Print Name)

Title: Owner / Member

Date: November 29, 2019

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus (Print Name)

Title: Commissioner, Department of Administrative Services

Date: 12-9-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of November 2019, there appeared before me, the state and county foresaid a person who satisfactorily identified herself as

Holly Andrews

And acknowledge that he executed this document indicated above.

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

Tammara Van Lenton (Notary Public / Justice of the Peace)

My commission expires:

August 14, 2024 (Date)

TAMARA L. VAN LENTEN

* NOTARY PUBLIC · NEW HAMPSHIRE *

My Commission Expires August 14, 2024

Page 2 of 2

Contractor Initials: 11-14-19

Date: 11-14-19
Business Information

Business Details

Business Name: TH TURNKEY CONSTRUCTION LLC
Business Type: Domestic Limited Liability Company
Management Style: Manager Managed
Business Creation Date: 12/12/2006
Date of Formation in Jurisdiction: 12/12/2006
Principal Office PO Box 1612, Meredith, NH, Address: 03253, USA
Citizenship / State of Formation: Domestic/New Hampshire

Business ID: 568688
Business Status: Good Standing
Name in State of Formation: Not Available
Mailing Address: PO Box 1612, Meredith, NH, 03253, USA

Last Annual Report Year: 2019
Next Report Year: 2020
Phone #: 603-279-4715
Fiscal Year End Date: NONE

Principal Purpose

<table>
<thead>
<tr>
<th>S.No</th>
<th>NAICS Code</th>
<th>NAICS Subcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OTHER / GENERAL CONSTRUCTION/SITWORK, PAVING</td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 1, records 1 to 1 of 1
Limited Liability Company Authorization Resolution

Meredith Village Savings Bank
PO Box 177
Meredith, NH 03253
#603-279-7986

By: TH Turnkey Construction LLC
PO Box 1612
Meredith, NH 03253
#603-279-4715

Referred to in this document as "Financial Institution"

I, Holly Andrews, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of New Hampshire, Federal Employer I.D. Number 11-3794719, engaged in business under the trade name of TH Turnkey Construction LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on 12/28/2018 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

<table>
<thead>
<tr>
<th>Name and Title or Position</th>
<th>Signature</th>
<th>Facsimile Signature (if used)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd Andrews</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holly Andrews</td>
<td>X</td>
<td>Holly Andrews</td>
</tr>
<tr>
<td>Owner</td>
<td></td>
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</table>

Limited Liability Company Authorization Resolution
Renesis Systems Inc. USA
Wolters Kluwer Financial Services © 2018

LLC-1 3/1/2018
Page 1 of 4
Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

<table>
<thead>
<tr>
<th>Indicate A, B, C, D, E, and/or F</th>
<th>Description of Power</th>
<th>Indicate number of signatures required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1) Exercise all of the powers listed in this resolution.</td>
<td></td>
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<tr>
<td></td>
<td>(2) Open any deposit or share account(s) in the name of the Limited Liability Company.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(4) Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.</td>
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<tr>
<td></td>
<td>(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.</td>
<td></td>
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<tr>
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<td>(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(7) Other:</td>
<td></td>
</tr>
</tbody>
</table>

Limitations on Powers. The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

Resolutions

As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement. The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company. By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution.

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial
Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company. Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which may seem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company. The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company’s private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).
Effect on Previous Resolutions. This resolution supersedes resolution dated __________. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on __11-29-2019__ (date).

[Signature]
Manager or Designated Member
Kelly Andrews

[Signature]
Attest by One Other Manager or Designated Member
Todd K Andrews

[Stamp]
State of New Hampshire
County Belknap
November 29, 2019

[Signature]
TAMARA L. VAN LENTEN
*NOTARY PUBLIC - NEW HAMPSHIRE*
My Commission Expires August 14, 2024

For Financial Institution Use Only

Acknowledged and received on __________________________ (date) by ______________ (initials)

☐ This resolution is superseded by resolution dated __________________________.

Comments:
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Noyes Insurance Agency
63 Main Street
Plymouth, NH 03264

CONTACT
NAME: 
PHONE: (603) 536-1735
E-MAIL: 
ADDRESS: 
INSURER(S) AFFORDING COVERAGE: NAIC #

INSURED
TH Turnkey Construction LLC
PO Box 1612
Meredith, NH 03253

LIST OF INSURERS

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<th>INSURER</th>
<th>POLICY NUMBER</th>
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COVERAGES

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<th>INSURABLE VALUE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFP</th>
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<td>BODILY INJURY (Per accident)</td>
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<td>E. L. EACH ACCIDENT</td>
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<td>E. L. DISEASE - E. A. EMPLOYEE</td>
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<td>E. L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 131, Additional Remarks Schedule, may be attached if more space is required)
Todd Andrews and Holly Andrews are Excluded under Workers Compensation - Coverage State: NH

CERTIFICATE HOLDER
State of New Hampshire
Department of Administrative Services
Bureau of Purchases and Property
State House Annex Room 102 25 Capital St.
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

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The ACORD name and logo are registered marks of ACORD
THIRD AMENDMENT TO THE CONTRACT
BETWEEN TH TURNKEY CONSTRUCTION LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002373

This Third Amendment (hereinafter referred to as the “Amendment”), dated this ___ day of January, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as “the State”) and TH Turnkey Construction LLC (hereinafter referred to as “the Contractor”) for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 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 $113,800.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period February 1, 2019 through July 31, 2019:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>February 1, 2019 - July 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor Store #46</td>
<td>46 North Main Street Ashland, NH</td>
<td>$1,900.00</td>
</tr>
</tbody>
</table>

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 6, 2018 and September 24, 2018 shall remain in full force and effect.

Page 1 of 2

Contractor Initials: [Initials]
Date: [Date]
TH Turnkey Construction LLC

By: ____________________________

Todd M. Andrews
(Print Name)

Title: Owner

Date: 2/5/2019

STATE OF NEW HAMPSHIRE

By: ____________________________

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2-6-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 5th day of February 2019,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Todd M. Andrews

And acknowledge that he executed this document indicated above.

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

TAMARA L. VAN LENTEN
(Notary Public/Justice of the Peace)

My commission expires:
2/5/2019
(Date)

TAMARA L. VAN LENTEN
• NOTARY PUBLIC - NEW HAMPSHIRE •
My Commission Expires August 6, 2019

Page 2 of 2

Contractor Initials: ______
Date: 2/5/19
SECOND AMENDMENT TO THE CONTRACT
BETWEEN TH TURNKEY CONSTRUCTION LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002873

This Second Amendment (hereinafter referred to as the "Amendment"), dated this [26] day of October, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and TH Turnkey Construction LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 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 $111,900.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period September 1, 2018 through July 31, 2019:

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>November 1, 2018-January 31, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor Store #46</td>
<td>46 North Main Street, Ashland, NH</td>
<td>$1,900.00</td>
</tr>
</tbody>
</table>

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 6, 2018 and September 24, 2018 shall remain in full force and effect.
TH Turnkey Construction LLC

By: [Signature]

Title: [Print Name]

Date: 10/24/18

STATE OF NEW HAMPSHIRE

By: [Signature]

Title: Commissioner,
Department of Administrative Services

Date: 1/2/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 26th day of October, 2018.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

[Todd Andrews]

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: 8/5/2019
(Date)
FIRST AMENDMENT TO THE CONTRACT
BETWEEN TH TURNKEY CONSTRUCTION LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002373

This First Amendment (hereinafter referred to as the “Amendment”), dated this ___/___/___ day of September, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as “the State”) and TH Turnkey Construction LLC (hereinafter referred to as “the Contractor”) for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 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 $110,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period September 1, 2018 through July 31, 2021:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Plymouth District Court</td>
<td>26 Green Street Plymouth</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
</tr>
<tr>
<td>Lakes Region Facility</td>
<td>55-56 Green Street Laconia</td>
<td>$11,500.00</td>
<td>$11,500.00</td>
<td>$11,900.00</td>
</tr>
<tr>
<td>DESC Public Safety</td>
<td>50 Communication Drive Laconia</td>
<td>$5,400.00</td>
<td>$5,500.00</td>
<td>$5,600.00</td>
</tr>
</tbody>
</table>

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.
TH Turnkey Construction LLC

By: [Signature]

Todd Andrews
(Print Name)

Title: Officer

Date: 9/18/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 18th day of September 2018
They appeared before me, the state and countyforesaid a person who satisfactorily identified himself as

Todd Andrews

And acknowledge that he executed this document indicated above.

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

Tamara VanLenten
(Notary Public/Justice of the Peace)

My commission expires:

Aug 5 2019
(Date)

Tamara L. VanLenten
* NOTARY PUBLIC - NEW HAMPSHIRE *
My Commission Expires August 5, 2019

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner

Department of Administrative Services

Date: 9-24-18
### AGREEMENT

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

#### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
<th>1.2 State Agency Address</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>State House Annex, Room 102</td>
<td>P.O. Box 1612</td>
</tr>
<tr>
<td>State of New Hampshire</td>
<td>25 Capital Street</td>
<td>Meredith, NH 03253</td>
</tr>
<tr>
<td>Department of Administrative Services</td>
<td>Concord, NH 03301</td>
<td></td>
</tr>
<tr>
<td>Bureau of Purchase and Property</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>603-608-8263</td>
<td>Various</td>
<td>7/31/2021</td>
<td>$43,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Aubert, Purchasing Agent</td>
<td>603-271-0580</td>
</tr>
</tbody>
</table>

#### Signature

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Todd Andrews, Owner</td>
</tr>
</tbody>
</table>

#### Acknowledgment

On Aug 22, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, and satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary Public or Justice of the Peace

[Signature]

1.14 State Agency Signature

[Signature] Date: 9/13/18

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 (Farm, 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 the 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 1.8, unless 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 1.4 ("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 in installments at such times and in such amounts as the Contractor shall require, 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 any other provision of law, 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, and local 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, 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 provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (29 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 those 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 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 of law or in equity, as 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, formulas, 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, 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, or any person, or 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 provision hereof after any Event of Default that 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 expand, modify, amplify or alter 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

TH Turnkey Construction, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), NHES Laconia, Laconia Court House, 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 clear and clean. 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:**

<table>
<thead>
<tr>
<th>Location</th>
<th>Vendor Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>NHES Laconia</td>
<td>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. Vendor 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 Vendor 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.</td>
</tr>
<tr>
<td>Laconia Court House 26 Academy Street</td>
<td>Vendor 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, Vendor 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 stacking of Contractor equipment on state property.</td>
</tr>
</tbody>
</table>

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 deemed 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 $43,000.00; 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

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Location to be serviced</th>
<th>August 2018 - July 2019</th>
<th>August 2019 - July 2020</th>
<th>August 2020 - July 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laconia Circuit Court</td>
<td>26 Academy Street, Laconia</td>
<td>$7,100.00</td>
<td>$7,350.00</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>NHES Laconia</td>
<td>426 Union Avenue, Suite 3, Laconia</td>
<td>$6,900.00</td>
<td>$7,100.00</td>
<td>$7,100.00</td>
</tr>
</tbody>
</table>

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 Vendors listed for that location.
3. The Vendor shall submit a quote offering by the due date referenced in each RFQ.
4. The Vendor offering the lowest cost, meeting specifications, for the service shall be selected.
5. If no bids are received by any of the contracted Vendors, a RFQ will be posted to the State's bid website and be open to all vendors.
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
There are no special provisions of this contract.
EXHIBIT D

RFB #2058-18 is incorporated here within.
### COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>MPT1657X</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>$500,000</td>
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<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>A AUTOMOBILE LIABILITY</td>
<td>B1T1657X</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000</td>
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<tr>
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<td></td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000</td>
</tr>
</tbody>
</table>

### CERTIFICATE HOLDER

State of New Hampshire, Administrative Services, Bureau of Purchase and Property
25 Capitol Street
Room 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

The ACORD name and logo are registered marks of ACORD
DATE: 9/4/2018

CONTRACT #: 8002373

NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: TH Turnkey Construction, LLC.

VENDOR CODE #: 226497

SUBMITTED FOR ACCEPTANCE BY:

RYAN AUBERT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/4/18

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 9/4/18

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 9/3/18

Revised 11/6/17 PAR
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

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Hampshire</td>
<td>State House Annex, Room 102</td>
</tr>
<tr>
<td>Department of Administrative Services</td>
<td>25 Capitol Street</td>
</tr>
<tr>
<td>Bureau of Purchase and Property</td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>TH Turnkey Construction, LLC</td>
<td>P.O. Box 1612</td>
</tr>
<tr>
<td></td>
<td>Meredith, NH 03253</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>603-608-8263</td>
<td>Various</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/31/2021</td>
<td>$43,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Aubert, Purchasing Agent</td>
<td>603-271-0580</td>
</tr>
</tbody>
</table>

1.11 Contractor Signature

1.12 Name and Title of Contractor Signatory

1.13 Acknowledgment: State of NH, County of Belknap

On Aug 22 2015, 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 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] Tamara Van Lenten

1.13.2 Name and Title of Notary Public or Justice of the Peace

Tamara Van Lenten

1.14 State Agency Signature

Date: 9/13/18

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
provision of services specified in block 1.8 ("Services"),
incorporated herein by reference.

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 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 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
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 amount
otherwise payable to the Contractor under this
Agreement those unliquidated amounts required or
permitted by M.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 rules of federal, state, county or
municipal authorities which impose any obligation or duty
upon the Contractor, including, but not limited to, civil
tights 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
contract 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 as shown 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 an employee of or officer, who is
materially involved in the procurement, administration or
performance of this Agreement. This provision shall
survive termination of this Agreement.

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Contractor initials: [Signature]
Date: [Date]
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, formulas, 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, 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 coverage for 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, and  
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.

Page 3 of 13

Contractor Initials ____________________________
Date ____________________________
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 renewals(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 that the Contractor is in compliance with 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 rights of the State to enforce each and all of the provisions herein 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, revoked or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, revocation or discharge by the Governor and Executive Council of the State of New Hampshire unless in 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 herein 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

TH Turnkey Construction, LLC (hereinafter referred to as the “Contractor”) hereby agrees to provide the State of New Hampshire (hereinafter referred to as the “State”), NHES Laconia, Laconia Court House, 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 at 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:

<table>
<thead>
<tr>
<th>Location</th>
<th>Vendor Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>NHES Laconia</td>
<td>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 ensure that no more than two (2) inches have accumulated in travel lanes. Vendor 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 Vendor 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.</td>
</tr>
<tr>
<td>Laconia Court House</td>
<td>Vendor 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, Vendor 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.</td>
</tr>
</tbody>
</table>

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 deemed 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 #2058-1B, 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 $43,000.00; 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**

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Location to be serviced</th>
<th>August 2018 - July 2019</th>
<th>August 2019 - July 2020</th>
<th>August 2020 - July 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laconia Circuit Court</td>
<td>26 Academy Street Laconia</td>
<td>$7,100.00</td>
<td>$7,350.00</td>
<td>$7,450.00</td>
</tr>
<tr>
<td>NHFS Laconia</td>
<td>426 Union Avenue, Suite 3 Laconia</td>
<td>$7,900.00</td>
<td>$7,100.00</td>
<td>$7,100.00</td>
</tr>
</tbody>
</table>

**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 Vendors listed for that location.
3. The Vendor shall submit a quote offering by the due date referenced in each RFQ.
4. The Vendor offering the lowest cost, meeting specifications, for the service shall be selected.
5. If no bids are received by any of the contracted Vendors, a RFQ will be posted to the State’s bid website and be open to all vendors.
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
There are no special provisions of this contract.
RFB #2058-18 is incorporated here within.
# Certificate of Liability Insurance

**THTURNK-01**

LROTONNELL

**09/07/2018**

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**Certificate Information**

**Producer**
Neyes Insurance Agency
63 Main Street
Plymouth, NH 03264

**Insured**
Th Turnkey Construction LLC
PO Box 1512
Meredith, NH 03253

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**Coverages**

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Policy Number</th>
<th>Policy生效</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>MPT1657X</td>
<td>06/28/2018 - 06/28/2019</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$500,000</td>
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<td>$1,000,000</td>
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<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>B1T1657X</td>
<td>06/28/2018 - 06/28/2019</td>
<td>$1,000,000</td>
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<td>$50,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles**

Todd Andrews and Mary Andrews are Excluded under Workers Compensation - Coverage State: NH

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**Certificate Holder**
State of New Hampshire, Administrative Services, Bureau of Purchase and Property
25 Capitol Street
Room 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**

Ann A. Rota

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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 

TURNKEY CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 12, 2006. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 568688
Certificate Number: 0004168843

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 27th day of August A.D. 2018.

William M. Gardner
Secretary of State
Effect on Previous Resolutions. This resolution supersedes resolution dated 4/13/2018. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 8/22/2018 (date).

Manager or Designated Member
Todd M Andrews

Attest by One Other Manager or Designated Member
Holly G Andrews

State of New Hampshire
Belknap County

August 22, 2018

Tamara VanLenten
Tamara VanLenten

For Financial Institution Use Only

Acknowledged and received on (date) by _________ (initials)

☐ This resolution is superseded by resolution dated

Comments: