

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

DATE: 11/8/2019

CONTRACT #: 8002392

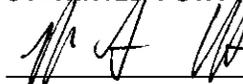
NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: Northern Lights Landscape Contractor

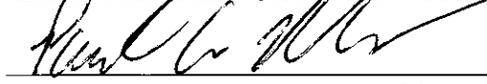
VENDOR CODE #: 164513

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
RYAN AUBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

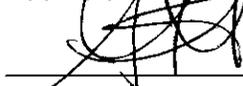
DATE 11/8/19

RECOMMENDED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/8/19

APPROVED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11/8/19

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 11-8-19

**FIRST AMENDMENT TO THE CONTRACT  
 BETWEEN NORTHERN LIGHTS LANDSCAPE, LLC.  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR SNOW PLOWING SERVICES  
 CONTRACT # 8002392**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 1<sup>st</sup> day of November, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Northern Lights Landscape, LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective September 24, 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 \$137,909.09
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period October 31, 2019 through July 31, 2020:

Location	Address	October 2019-July 2020
Milford Circuit Court	4 Meadowbrook Drive Milford	\$18,250.00

Contractor Initials:                       
 Date: 11/21/19

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

Facility	Town	Special Requirements
Milford Circuit Court	Milford	<p>Contractor shall commence snow plow operations no later than 6 am Monday – Friday, to ensure the following:</p> <ul style="list-style-type: none"> <li>o All parking spaces (approximately 110) and travel lanes are plowed and useable prior to 6:30 am</li> <li>o All walkways and employee access areas are shoveled and useable prior to 6:30 am</li> <li>o Snow plowing as needed to keep the area in front of the dumpster cleared</li> </ul> <p>During the primary business hours of the facility, 7 am – 4:30 pm Monday – Friday, Contractor shall provide:</p> <ul style="list-style-type: none"> <li>o Snow plowing as needed to ensure that no more than 2 inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible.</li> <li>o 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</li> <li>o Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours</li> </ul> <p>Contractor shall provide snow removal services, as follows:</p> <ul style="list-style-type: none"> <li>Ø Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to three (3) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure in order to accommodate heavy snow storms. The snow shall be removed within 24 hours of storm's end. Contractor shall coordinate with State on which designated areas may be utilized for temporary snow storage during this time.</li> <li>Ø Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday.</li> </ul> <p>Other:</p> <ul style="list-style-type: none"> <li>o No use of state equipment</li> <li>o No storing of Contractor equipment on state property</li> </ul>

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services remain in full force and effect.

Contractor Initials: *LN*  
 Date: *11/4/19*

NORTHERN LIGHTS LANDSCAPE, LLC.

STATE OF NEW HAMPSHIRE

By: Erich Muller

By: [Signature]

[Signature]  
(Print Name)

Charles M. Arlinghaus  
(Print Name)

Title: manager

Title: Commissioner,  
Department of Administrative Services

Date: 11/4/19

Date: 11-8-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4th day of November, 2019

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Erich Muller, manager

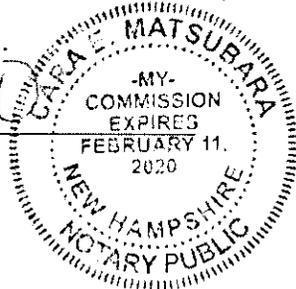
And acknowledge that he executed this document indicated above.

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

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

My commission expires:

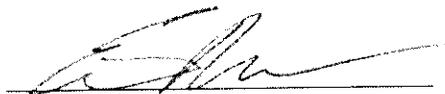
2/11/2020  
(Date)



**Certificate of Authority/Vote**  
(Limited Liability Company)

I, Erich Mueller, hereby certify that:

1. I am the Sole Member/Manager of the Company of Northern Lights Landscape Contractor, LLC.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Northern Lights Landscape Contractor, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

  
(Contract Signatory – Signature)

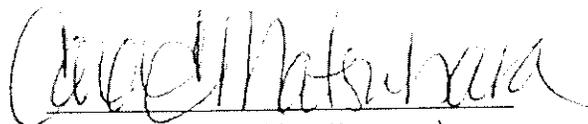
11/4/19  
(Date)

State of New Hampshire

County of Hillsborough

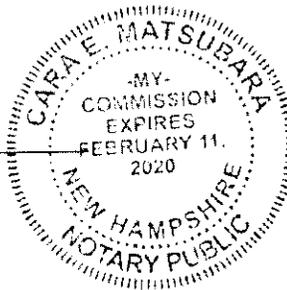
On this the 4/11 day of ~~September 2018~~ <sup>November 2019</sup>, before me CARA E. MATSUBARA  
(Name of Notary Public)

the undersigned officer, personally appeared Erich Mueller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
(Notary Public - Signature)

(Notary Seal)

Commission Expires: 2-11-2020



# Business Information

## Business Details

Business Name: **NORTHERN LIGHTS LANDSCAPE CONTRACTOR, LLC**  
 Business ID: 418606  
 Business Type: **Domestic Limited Liability Company**  
 Business Status: **Good Standing**  
 Management Style: **Manager Managed**  
 Business Creation Date: **10/23/2002**  
 Name in State of Formation: **Not Available**  
 Date of Formation in Jurisdiction: **10/23/2002**  
 Principal Office Address: **395 ELM STREET, MILFORD, NH, 03055, USA**  
 Mailing Address: **395 ELM STREET, MILFORD, NH, 03055, USA**  
 Citizenship / State of Formation: **Domestic/New Hampshire**  
 Last Annual Report Year: **2019**  
 Next Report Year: **2020**  
 Duration: **Perpetual**  
 Business Email: **eric@nllandscapes.com**  
 Phone #: **NONE**  
 Notification Email: **ap@nllandscapes.com**  
 Fiscal Year End Date: **NONE**

## Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / COMMERCIAL AND RESIDENTIAL LANDSCAPING	

Page 1 of 1, records 1 to 1 of 1



NORTLIG-04

AGOULD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2019

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

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

<b>PRODUCER</b> License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (603) 622-2855 E-MAIL: agould@clarkinsurance.com ADDRESS:	<b>FAX (A/C, No.):</b> (603) 622-2854
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Northern Lights Landscape Contractor, LLC 395 Elm St Milford, NH 03055	<b>INSURER A:</b> Wesco Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<b>WWC3391100</b>	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ _____ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ _____ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Erich Mueller is excluded

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol St. Room 102 Concord, NH 03301	<b>CANCELLATION</b>  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 
---	--



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

DATE: 9/21/2018

CONTRACT #: 8002392

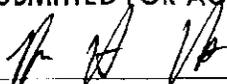
NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: Northern Lights Landscape, LLC

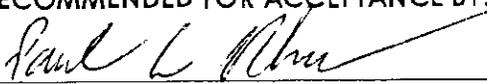
VENDOR CODE #: 164513

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
RYAN AUBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

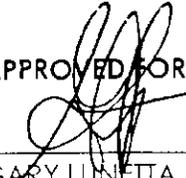
DATE 9/21/18

RECOMMENDED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/24/18

APPROVED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/24/18

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 9/24/18

Subject: Snow Plowing Services

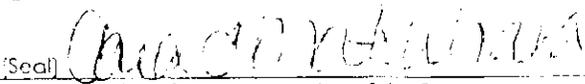
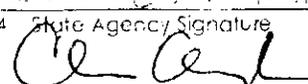
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

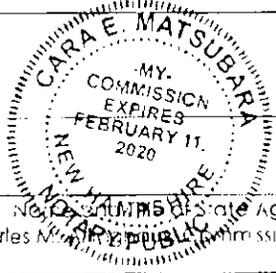
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capital Street Concord, NH 03301	
1.3 Contractor Name Northern Lights Landscape		1.4 Contractor Address 395 Elm Street Milford, NH 03055	
1.5 Contractor Phone Number 603-654-2004	1.6 Account Number: Various	1.7 Completion Date 7/31/2021	1.8 Price Limitation \$119,659.09
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent 		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ryan Aubert	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/14/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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 			
1.13.2 Name and Title of Notary or Justice of the Peace CARA E. MATSUBARA			
1.14 State Agency Signature 		1.15 Notary Public for State Agency Signatory Charles M. ... Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ On: _____ Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY / PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Northern Light Landscape (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Hillsborough County Courthouse South, Milford Armory, Nashua Armory, with Snow Plowing Services in accordance with the bid/proposal submission in response to State RFB # 2122-19 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 2122-19

**3. TERM OF CONTRACT**

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

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

**4. SCOPE OF WORK**

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

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

The Contractor shall commence operations as follows:

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

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to

any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

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

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

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

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

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

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

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

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

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

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

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

and/or equipment that do not meet the above 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:**

<p>Hillsborough County Superior Court - South</p>	<p>Nashua</p>	<p>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 and that all walkways and employee access areas are shoveled and useable prior to 6:30 am.</p> <p>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.</p> <p>Vendor shall provide snow removal services as follows: Snow piling in parking spaces, if necessary during a storm, shall be removed within 24 hours of the storm's end. All parking spaces shall be useable within 24 hours of the storm's end. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.</p> <p>No use of state equipment. No storing of Vendor equipment on state property.</p>
<p>Milford Armory</p>	<p>Milford</p>	<p>Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Vendor. Vendor will have a key to unlock and lock motor pool gates. If Vendor finds that the lock on the gate is frozen and cannot unlock the gate, the Vendor will thaw frozen lock with water or lock de-icer.</p> <p>Vendor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All sand should be removed from the grass areas during spring clean-up.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.</p> <p>Rock salt should be used on the parking lots. Walkway magnesium or potassium chloride should be used on the sidewalks.</p>
<p>Nashua Armory</p>	<p>Nashua</p>	<p>Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Vendor. Vendor will have a key to unlock and lock motor pool gates. If Vendor finds that the lock on the gate is frozen and cannot unlock the gate, the Vendor will thaw frozen lock with water or lock de-icer.</p> <p>Vendor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All sand should be removed from the grass areas during spring clean-up.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency</p>

Contractor Initials EM  
Date 1/11/18

		egress. Rock salt should be used on the parking lots. Walkway magnesium or potassium chloride should be used on the sidewalks.
--	--	--

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

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

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

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

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

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

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

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

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

**5. TERMINATION**

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

Contractor Initials *EM*  
 Date: *9/24/17*

**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 #2122-19, 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.

**B. 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.

Contractor Initials EM  
Date 9/14/18

**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 \$119,659.09; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Agency Name	Location to be serviced	August 2018 - July 2019	August 2019 - July 2020	August 2020 - July 2021
Hillsborough County Courthouse South	30 Spring Street Nashua	\$14,836.12	\$15,281.20	\$15,739.64
Milford Armory	154 Osgood Road Milford	\$12,518.54	\$12,894.10	\$13,280.92
Nashua Armory	Daniel Webster Highway Nashua	\$11,358.69	\$11,699.45	\$12,050.43

**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.

Contractor Initials EM  
Date 9/14/15

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

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

#### **4. PAYMENT**

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

EXHIBIT C  
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials Em  
Date 3/1/18

Certificate of Authority/Vote

(Limited Liability Company)

I, Erich Mueller, hereby certify that:

1. I am the Sole Member/Manager of the Company of Northern Lights Landscape Contractor, LLC.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Northern Lights Landscape Contractor, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

  
(Contract Signatory – Signature)

9/14/18  
(Date)

State of New Hampshire

County of Hillsborough

On this the 14th day of September 2018, before me Cara E. Matsubara  
(Name of Notary Public)

the undersigned officer, personally appeared Erich Mueller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
(Notary Public - Signature)

(Notary Seal)

Commission Expires:



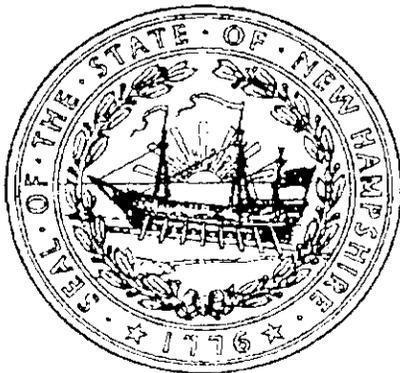
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN LIGHTS LANDSCAPE CONTRACTOR, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 23, 2002. 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: 418606

Certificate Number: 0004184690



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2018.

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

William M. Gardner  
Secretary of State



EXHIBIT D

RF3 #2122-19 is incorporated here within.

Contractor Initials EM  
Date 4/24/18

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

DATE: 9/21/2018

CONTRACT #: 8002392

NIGP CODE: 968-7200

CONTRACT FOR: Snow Plowing Services

CONTRACTOR: Northern Lights Landscape, LLC

VENDOR CODE #: 164513

**SUBMITTED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_  
RYAN AUBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/21/18

**RECOMMENDED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/24/18

**APPROVED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/24/18

**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 9/24/18

Subject: Snow Plowing Services

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

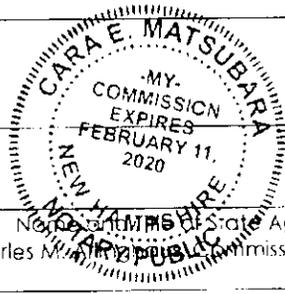
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Northern Lights Landscape		1.4 Contractor Address 395 Elm Street Milford, NH 03055	
1.5 Contractor Phone Number 603-654-2004	1.6 Account Number Various	1.7 Completion Date 7/31/2021	1.8 Price Limitation \$119,659.09
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent 		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ERIC MELER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/14/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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 			
1.13.2 Name and Title of Notary or Justice of the Peace CARA E. MATSUBARA			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. ... Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials *EM*

Date *9/10/08*

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Northern Light Landscape (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Hillsborough County Courthouse South, Milford Armory, Nashua Armory, with Snow Plowing Services in accordance with the bid/proposal submission in response to State RFB #2122-19 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 2122-19

**3. TERM OF CONTRACT**

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

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

**4. SCOPE OF WORK**

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

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

The Contractor shall commence operations as follows:

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

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to

any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SITE SPECIFIC REQUIREMENTS:**

<p>Hillsborough County Superior Court - South</p>	<p>Nashua</p>	<p>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 and that all walkways and employee access areas are shoveled and useable prior to 6:30 am.</p> <p>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.</p> <p>Vendor shall provide snow removal services as follows: Snow piling in parking spaces, if necessary during a storm, shall be removed within 24 hours of the storm's end. All parking spaces shall be useable within 24 hours of the storm's end. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.</p> <p>No use of state equipment. No storing of Vendor equipment on state property.</p>
<p>Milford Armory</p>	<p>Milford</p>	<p>Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Vendor. Vendor will have a key to unlock and lock motor pool gates. If Vendor finds that the lock on the gate is frozen and cannot unlock the gate, the Vendor will thaw frozen lock with water or lock de-icer.</p> <p>Vendor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All sand should be removed from the grass areas during spring clean-up.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency egress.</p> <p>Rock salt should be used on the parking lots. Walkway magnesium or potassium chloride should be used on the sidewalks.</p>
<p>Nashua Armory</p>	<p>Nashua</p>	<p>Armory is a First Responder in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from all motor pool gates (inside and outside motor pool gates). Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gate will be removed by the Vendor. Vendor will have a key to unlock and lock motor pool gates. If Vendor finds that the lock on the gate is frozen and cannot unlock the gate, the Vendor will thaw frozen lock with water or lock de-icer.</p> <p>Vendor may be required to come back to plow compound after trucks in compound have been moved. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All sand should be removed from the grass areas during spring clean-up.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exits ways, need to be clear of snow and ice for emergency</p>

Contractor Initials Em  
Date 4/11/18

		egress. Rock salt should be used on the parking lots. Walkway magnesium or potassium chloride should be used on the sidewalks.
--	--	--

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

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

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

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

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

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

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

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

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

**5. TERMINATION**

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

Contractor Initials EM  
 Date 9/24/18

**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 #2122-19, 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.

Contractor Initials EM  
Date 9/11/18

**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 \$119,659.09; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Agency Name	Location to be serviced	August 2018 - July 2019	August 2019 - July 2020	August 2020 - July 2021
Hillsborough County Courthouse South	30 Spring Street Nashua	\$14,836.12	\$15,281.20	\$15,739.64
Milford Armory	154 Osgood Road Milford	\$12,518.54	\$12,894.10	\$13,280.92
Nashua Armory	Daniel Webster Highway Nashua	\$11,358.69	\$11,699.45	\$12,050.43

**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 RFB 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.

Contractor Initials EM  
Date 9/14/18

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

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

#### **4. PAYMENT**

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

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials Em  
Date 8/11/18

**EXHIBIT D**

RFB #2122-19 is incorporated here within.

Contractor Initials EM  
Date 4/14/8



# 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 NORTHERN LIGHTS LANDSCAPE CONTRACTOR, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 23, 2002. 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: **418606**

Certificate Number: **0004184690**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2018.

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

William M. Gardner  
Secretary of State

**Certificate of Authority/Vote**  
(Limited Liability Company)

I, Erich Mueller, hereby certify that:

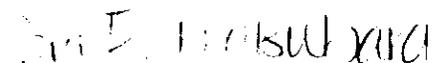
1. I am the Sole Member/Manager of the Company of Northern Lights Landscape Contractor, LLC.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Northern Lights Landscape Contractor, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

  
(Contract Signatory – Signature)

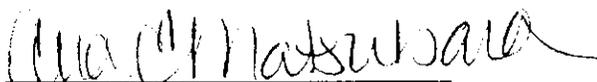
9/14/18  
(Date)

State of New Hampshire

County of Hillsborough

On this the 14<sup>th</sup> day of September 2018, before me   
(Name of Notary Public)

the undersigned officer, personally appeared Erich Mueller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

  
(Notary Public - Signature)

(Notary Seal)

Commission Expires: \_\_\_\_\_  
