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

DATE:       June 4, 2019

CONTRACT #:       NIGP CODE: 928-9300

CONTRACT FOR:    Car Wash Services

CONTRACTOR:  Laconia Car Wash Inc.
CONTRACTOR:  Uno's Car Wash Inc.

VENDOR CODE #:  155070
VENDOR CODE #:  167900

SUBMITTED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY  

DATE 7/29/19

APPROVED FOR ACCEPTANCE BY:

GARY LUCIANO, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES  

DATE 7/29/19

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 7/29/19

Revised 11/6/17 PAR
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Administrative Services</td>
<td>State House Annex</td>
</tr>
<tr>
<td></td>
<td>25 Capitol Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uno’s Car Wash, Inc.</td>
<td>167 Loudon Rd.</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(207)256-9010</td>
<td>Various</td>
<td>April 30, 2021</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Rhodes</td>
<td>603-271-3350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Clark A. Frances</td>
</tr>
</tbody>
</table>

1.13 Acknowledgement: State of County of

On July 24, 2019, 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.

<table>
<thead>
<tr>
<th>1.13.1 Signature of Notary Public or Justice of the Peace</th>
<th>1.13.2 Name and Title of Notary Public or Justice of the Peace</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Seal]</td>
<td>Mary E White (Notary Public, State of New Hampshire)</td>
</tr>
<tr>
<td>[Seal]</td>
<td>Vice President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.14 State Agency Signature</th>
<th>1.15 Name and Title of State Agency Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Seal]</td>
<td>Charles M. Arlinghaus, Commissioner</td>
</tr>
</tbody>
</table>

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 the funds in that Account are reduced or unavaialable.

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H., RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special 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.

Contractor Initials: [Signature]
Date: 2/4/19
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 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 original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Page 4 of 10

Contractor Initials: [Signature]
Date: [Date]
EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Uno’s Car Wash, Inc. (hereinafter referred to as the “Contractor”) hereby agrees to provide the State of New Hampshire (hereinafter referred to as the “State”), Department of Administrative Services, with Car Wash Services in accordance with the bid/proposal submission in response to State Request for Bid #2196-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents (“Contract Documents”):

   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 2196-19

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C “Special Provisions,” (2) Form Number P-37, (3) EXHIBIT B “Payment Terms,” (4) EXHIBIT A “Scope of Services,” and (5) EXHIBIT D “RFB 2196-19.”

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately two (2) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

4. SCOPE OF WORK

Vehicles to be serviced shall include, but not be limited to, police cars, sedans, pickup trucks, sport utility vehicles and emergency patrol vans. Vehicles shall be washed on private property away from highways and sidewalks.

It is the intent of the State to have multiple contractors throughout the state. Agencies shall utilize the car wash contractor that is closest to their vehicle location when service is needed. In the event that waiting lines are determined to be excessively long or location is closed, the State reserves the right to utilize the next closest contractor.

The Contractor shall have an established business in full operation and furnish all necessary trained personnel, supervision, scheduling, equipment and tools, cleaning chemicals, supplies and other accessories required to perform the vehicle cleaning services. All EPA Requirements must be met or exceeded. Prices shall include all related costs incurred in providing services as described.

Agencies may purchase a fixed amount of automatic car wash coupons:

Page 5 of 10

Contractor Initials: [Signature]
Date: [Date]
- Each agency will prepay through a State issued Purchase Order for a block of washes – in amounts of 50.
- In exchange, Contractor shall provide the corresponding agency with single use coupons.
- The authorized driver of the vehicle will present and relinquish the coupon (with their signature and plate # on back) to the attendant and proceed through the car wash tunnel.
- The coupons will be treated like cash so it is the responsibility of each agency to secure and distribute coupons to drivers. Lost or stolen coupons cannot be replaced.

Automatic car wash facilities shall provide under carriage wash. The Contractor is required to be open during normal business hours (8 a.m. – 4:30 p.m.) and preferably 24-hours a day.

Due care must be taken to prevent damage to radio antennas, flasher lights, and vehicle finishes. The automatic car wash equipment used must handle all external apparatus without damage, relocation, or adjustment of equipment.

The State shall require correction of defective work or damages to any part of a vehicle or its appurtenances when caused by the Contractor’s employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed subcontractors 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 subcontractor starting any work.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2196-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of New Hampshire harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State’s satisfaction.
7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

1. CONTRACT PRICE
The Contractor hereby agrees to provide car wash 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 $15,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE
Basic Wash, Rinse, Blow Dry $4.50/coupon – order in amounts of 50 coupons

Address of Car Wash:
165 Loudon Road Concord, NH 03301

3. INVOICE
Itemized invoices shall be submitted to the individual agency after order confirmation.
Contractor shall be paid within 30 days after receipt of properly documented invoice for payments via ACH.
The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT
Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury
EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.
EXHIBIT D

RFB #2196-19 is incorporated here within.
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 UNO'S CAR WASH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 14, 2003. 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: 424148
Certificate Number: 0004548809

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 9th day of July A.D. 2019.

William M. Gardner
Secretary of State
SPECIAL MEETING OF BOARD OF DIRECTORS
CORPORATE RESOLUTION
UNO'S CAR WASH, INC.

The Special Meeting of the Board of Directors of Uno's Car Wash, Inc. was held, notice being waived, at the office of the corporation at 167 Loudon Road, Concord, New Hampshire at 12:00 PM on the 24th day of July, 2019. Present in person was: Clark A. Tomassian being the President of the corporation.

Meeting was called to order by the President, Clark A. Tomassian.

On Motion duly made and seconded, it was unanimously:

VOTED: Motion made to accept the winning bid for the State of New Hampshire to provide car wash services.

On Motion duly made and seconded, it was unanimously:

VOTED: To Adjourn.

A TRUE RECORD, ATTEST:

Date: July 24, 2019

Clark A. Tomassian, President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this 24TH day of July, 2019, personally appeared, Clark A. Tomassian, President and Duly Authorized for Uno's Car Wash, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. Before me,

Notary Public
My Commission Expires: 3/21/2021
# CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:** NBT Insurance Agency LLC  
66 South Broad Street  
Norwich NY 13815

**INSURED:** Uno's Car Wash Inc.  
PO Box 329  
Conway NH 03868

**CONTACT:**  
PHONE:  
Fax:  
E-mail: cheryl.riendeau@nbinsurance.com

**INSURER(A):** Arch Insurance Company  
NAIC #: 11150

**INSURER(B):** Technology Insurance Co Inc  
INsure#: 42376

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER: 504099098</th>
<th>REVISION NUMBER:</th>
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**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.**

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<th>INSR</th>
<th>LTN</th>
<th>TYPE OF INSURANCE</th>
<th>ADD-SUBW</th>
<th>INSUR</th>
<th>POLICY NUMBER</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>AGGREGATE $2,000,000</td>
</tr>
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<td></td>
<td>PRODUCTS - CMI $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y</td>
<td>Y</td>
<td>MCC05287304</td>
<td>1/14/2019</td>
<td>1/14/2020</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>X</td>
<td>X</td>
<td>MCC05287304</td>
<td>1/14/2019</td>
<td>1/14/2020</td>
<td>EACH OCCURRENCE $3,000,000</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>WORKERS COMPENSATION</td>
<td>Y/N</td>
<td>N/A</td>
<td>TWVC3758523</td>
<td>1/14/2019</td>
<td>1/14/2020</td>
<td>E.L. EACH ACCIDENT $500,000</td>
</tr>
</tbody>
</table>

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

- **General Liability:** Blanket Additional Insured, Primary and Non-Contributory and Waiver of Subrogation per written contract—GL 2500 05 12 Commercial General Liability Extension
- **Auto Liability:** Blanket Additional Insured and Waiver of Subrogation per written contract—AU 4400 02 17 Business Auto Coverage Extension Endorsement

**CERTIFICATE HOLDER**

State of New Hampshire, Administrative Services  
Bureau of Purchase & Property  
25 Capital Street, Room 102  
Concord NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative: [Signature]

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