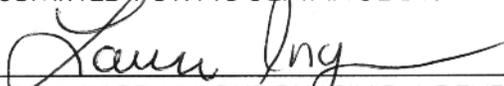


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOTICE OF CONTRACT

DATE: 12/10/13
COMMODITY: Portable Toilets, Rental and Placement
NIGP CODE: 971-8200
CONTRACTOR: Dave's Septic Service CONTRACTOR # 174286

SUBMITTED FOR ACCEPTANCE BY:



LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 12/10/13



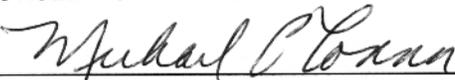
RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE _____



ENDORSED FOR ACCEPTANCE BY:

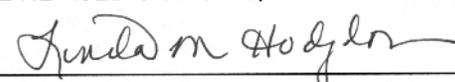


MICHAEL F. CONNOR, DEPUTY COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/27/13



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



LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/30/13

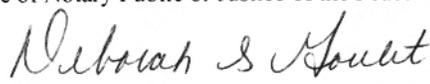
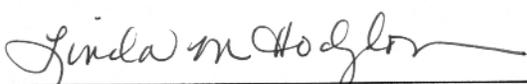
Subject: RFB # 1567-14 STATEWIDE Portable Toilets, Rental and Placement

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 Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Dave's Septic Service, Inc.		1.4 Contractor Address PO Box 5193 Manchester NH 03108	
1.5 Contractor Phone Number 800-672-3402 603-668-3402	1.6 Account Number Not applicable	1.7 Completion Date November 30, 2016	1.8 Price Limitation \$ 156,000
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2201 x227	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Howe G.M.	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>December 9 2013</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 [Seal] 		DEBORAH S. GOULET, Notary Public My Commission Expires December 8, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Deborah S Goulet Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, 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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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.

Contractor Initials TH
Date 12/9/13

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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 WORK:

1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with Dave's Septic Service, Inc. (vender # 174286), to provide STATEWIDE Portable Toilets, Rental and Placement as described herein and in State of NH Bid number 1567-14.

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 Work
- c. Exhibit B Payment Schedule
- d. Exhibit C Special Provisions

3. SCOPE OF SERVICES

Contractor shall provide the State the Services and Deliverables required under this Contract, as set forth in Section 6: Scope of Services and Exhibit B, *Payment Schedule*.

4. TERM

4.1 Period of Performance

The Contractor shall begin service upon the approval by the Commissioner of the Department of Administrative Services as listed in Exhibit B. The contract shall run through November 30, 2016. This contract may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between Contractor and with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five years.

4.2 Termination

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Contractor.

5. CONTRACT ADMINISTRATION

5.1 CONTRACTOR CONTRACT MANAGER

Contractor shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Contract Manager: Tim Howe

Title: Member

Address: PO Box 5193
Manchester NH 03108

Tel : 800-672-3402

603-668-3402

Email : tim@davesseptic.net

Contractor Initials

Date

TH

12/19/13

5.2 STATE CONTRACT MANAGER

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Contract Manager: Laura Ingram
Title: Purchasing Agent
Address: 25 Capitol Street
Concord, NH 03301
Tel : 603-271-2201 x227
Email : laura.ingram@nh.gov

6. SCOPE OF WORK

The purpose of this contract is to provide Portable Toilets (minimum of three days), furnish all supplies, as well as be responsible for the cleaning of toilets. Placement of Handicap toilets may require ramps. Cleaning services may be needed daily or possibly two/three times a week, depending on the agency's requirements. This shall include any extra supplies needed such as toilet paper, paper towels and hand sanitizer. A card shall be attached inside each unit to be completed with the time, date and signed after each unit is cleaned. The contractors will be notified when units are to be picked up. Specific numbers and location will be determined by the State of New Hampshire designated representative of each agency. An agency may require padlocks for their station, therefore access keys will be requested at the time of rental

Portable Toilets shall be delivered in a reasonable time frame as defined in EXHIBIT A. or as mutually agreed upon with agency and Contractor. **Exception Emergency Services orders shall not exceed 6 hours from the contacted time.**

All services (**except** for emergency services) performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the agency requesting these services. Any deviation in work hours must be pre-approved by the Contracting Officer. The agency may require advance knowledge of said placement to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

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

All personnel must observe all regulations and/or special restrictions in effect at the State Agency.

The Contractor shall furnish all personnel with uniforms, which must be neat and clean in appearance with picture identification that is visible at all times.

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

If **subcontractors** are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

OBLIGATIONS and LIABILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

PERFORMING SERVICES:

The Contractor will perform all services according to the requirements and specifications of RFB 1567-14 and as described herein.

OFFER: All pricing shall be fully loaded. The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted in EXHIBIT A, in complete accordance with general and detailed specifications included herewith.

EXHIBIT B – PRICING SECTION

The Contractor agrees to provide NH State Agencies with the services indicated in the Exhibit A of this agreement at the prices as listed below.

The Contract price is not to exceed \$156,000

		Belknap			
	Delivery time	12/1/2013- 11/30/2014	12/1/2014- 11/30/2015	12/1/2015- 11/30/2016	Total Cost
Additional Cleanings	Per Cleaning	<u>\$35.00</u>	<u>\$35.00</u>	<u>\$35.00</u>	<u>\$105.00</u>
<u>PORTA POTTY, REGULAR</u>					
Emergency Rental Fee (per order charge)	6 hours or less 3 business days	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$570.00</u>
Weekly Rental Fee	3 business days	<u>\$129.00</u>	<u>\$129.00</u>	<u>\$129.00</u>	<u>\$387.00</u>
Monthly Rental Fee	3 business days	<u>\$129.00</u>	<u>\$129.00</u>	<u>\$129.00</u>	<u>\$387.00</u>
<u>PORTA POTTY, ADA COMPLIANT</u>					
Emergency Rental Fee (per order one time charge)	6 hours or less 3 business days	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$570.00</u>
Weekly Rental Fee	3 business days	<u>\$179.00</u>	<u>\$179.00</u>	<u>\$179.00</u>	<u>\$537.00</u>
Monthly Rental Fee	3 business days	<u>\$179.00</u>	<u>\$179.00</u>	<u>\$179.00</u>	<u>\$537.00</u>
					Award Total
					(Sum of all totals) <u>\$3,093.00</u>

Contractor Initials TH
Date 12/9/13

Strafford

	Delivery time	12/1/2013- 11/30/2014	12/1/2014- 11/30/2015	12/1/2015- 11/30/2016	Total Cost
Additional Cleanings	Per Cleaning	<u>\$20.00</u>	<u>\$20.00</u>	<u>\$20.00</u>	<u>\$60.00</u>

PORTA POTTY, REGULAR

Emergency Rental Fee (per order charge)	6 hours or less	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$570.00</u>
	3 business days	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$210.00</u>
Weekly Rental Fee	3 business days	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$210.00</u>
Monthly Rental Fee	3 business days	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$70.00</u>	<u>\$210.00</u>

PORTA POTTY, ADA COMPLIANT

Emergency Rental Fee (per order one time charge)	6 hours or less	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$190.00</u>	<u>\$570.00</u>
	3 business days	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$420.00</u>
Weekly Rental Fee	3 business days	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$420.00</u>
Monthly Rental Fee	3 business days	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$140.00</u>	<u>\$420.00</u>

Award Total
(Sum of all totals) \$2,460.00

PAYMENTS

Payment shall be paid in full within thirty (30) days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction. Invoices shall be submitted by agency for each individual location, or for a group of locations within the same agency. All invoices shall show the location, and the date of service.

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

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF DAVES SEPTIC SERVICE, INC.

The following are the minutes of the Special Meeting of the Board of Directors, held at the office of Dave's Septic Service 67 Willow St, Manchester, New Hampshire, on December 9, 2013. Notice of said meeting was waived in writing and filed with the records of the corporation.

Present were John B. Howe, Kevin J. Howe and Timothy Howe, Secretary of the Corporation. The President, John B. Howe, called the meeting to order.

Discussion was held as to the award of a contract from the State of New Hampshire, for the provision of portable chemical toilets and or septic pumping.

On motion, duly made and seconded, it was unanimously: VOTED: That the President of the corporation, John B. Howe, and Timothy Howe are hereby authorized and directed to execute a P-37 contract with the State of New Hampshire, for rental of portable chemical toilets and or septic pumping.

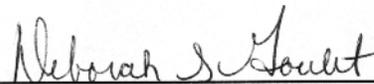
There being no further business to come before the meeting it was: VOTED: To adjourn.

A true record.

Attest:



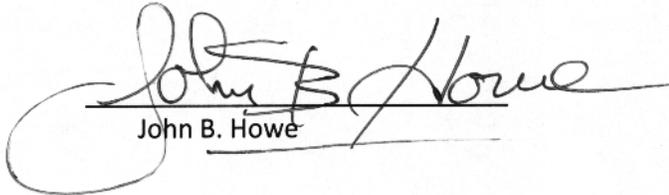
Timothy Howe Secretary



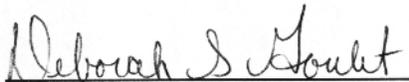
Notary **DEBORAH S. GOULET, Notary Public**
My Commission Expires December 8, 2015

Dated December 9, 2013

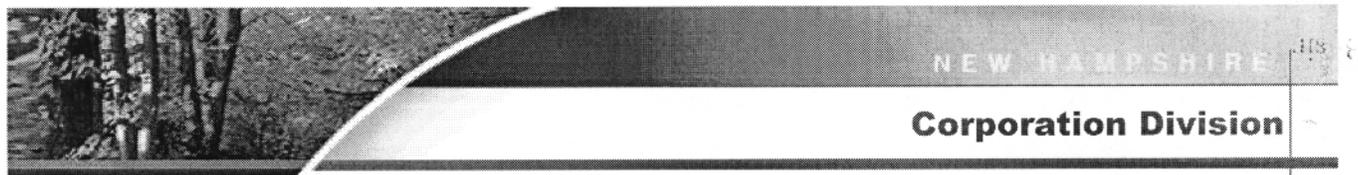
We, the undersigned, being the directors of Dave's Septic Service, Inc., hereby waive notice of the Special Meeting of the Board of Directors and assent to the proceedings set forth herein.


John B. Howe


Kevin J. Howe


Notary

DEBORAH S. GOULET, Notary Public
My Commission Expires December 8, 2016



Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 12/10/2013 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
DAVE'S SEPTIC SERVICE, INC.	Legal
T&B SEPTIC SERVICES, INC.	Prev Legal

Corporation - Domestic - Information

Business ID: 186848
Status: Good Standing
Entity Creation Date: 3/18/1993
Principal Office Address: 67 WILLOW ST
 PO BOX 5260
 MANCHESTER NH 03108
Principal Mailing Address: PO Box 5193
 Manchester NH 03108-5193
Last Annual Report Filed Date: 3/8/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: Howe, John B
Office Address: 67 Willow Street
 Manchester NH 03103
Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

