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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov  
Web: www.nhstateparks.org

March 21, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development to enter into a contract with Bolens Septic & Portable Toilets (VC #269706), Stewartstown, NH, in the amount of \$31,650 for septic pumping and disposal at 16 state park facilities and 1 welcome information center upon Governor and Executive Council approval through October 31, 2016. 84% Agency Income, 13% Revolving Fund and 3% Highway Fund.
2. Further authorize a 20% contingency in the amount of \$6,330 to cover any unforeseen septic issues found, not covered under the original scope of services, once septic pumping is performed. 84% Agency Income, 13% Revolving Fund and 3% Highway Fund.

Funding is available as follows:

	<b><u>FY 2016</u></b>	<b><u>FY 2017</u></b>
03-35-35-351510-37200000 Service Parks		
103-502664 Contracts for Op Services	\$ 1,830	\$30,138
03-35-351510-37420000 Mt. Washington Commission		
103-502664 Contracts for Op Services	\$ 1,188	\$ 3,564
03-35-35-352015-59190000 Hwy Welcome Centers		
048-500226 Contractual Maintenance B&G		\$ 1,260
<i>Totals:</i>	\$3,018	\$34,962

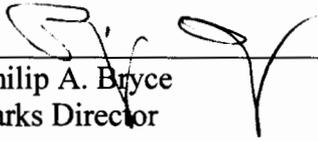
**EXPLANATION**

Bolens Septic & Portable Toilets will perform septic pumping and disposal services at 16 state park facilities and 1 welcome information center (WIC) in order to prevent damage to wastewater systems. Inspections of the systems will also be performed at the time of pumping to foresee and/or prevent any long term problems. The Department is seeking an additional 20% over the contract amount as a contingency should any unforeseen septic issue be found once the septic pumping is performed.

In February 2016, an invitation to submit bids for septic pumping and disposal services at 48 state park facilities, 8 welcome information centers and 1 warehouse facility located across the State of New Hampshire was advertised on the Department of Administrative Services' website. Five (5) companies submitted bid proposals of which Bolens Septic & Portable Toilets was the low bid for 16 state park facilities and 1 welcome information center. Attached for your information is the entire bid tabulation received for these services.

The Attorney General's Office has approved this contract as to form, substance, and execution.

Respectfully submitted,



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Philip A. Bryce  
Parks Director



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Victoria Cimino  
Travel & Tourism Director



Concurred,



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Jeffrey J. Rose  
Commissioner

**State of New Hampshire  
 Department of Resources and Economic Development  
 Division of Parks and Recreation  
 Septic Tank Pumping & Disposal  
 Bid Results for Bid #16-101**

<b>PARK NAME</b>	<b>VENDOR</b>	<b>AWARDED AMOUNT</b>
<u>Ahern State Park</u>	Rowell's	\$168.75
	<i>Lamprey</i>	<i>\$112.50</i>
<u>Androscoggin Wayside</u>	<i>Bolen's</i>	<i>\$300</i>
<u>Bear Brook State Park</u>	Rowell's	\$2,550
	Marlin Envir.	\$2,380
	<i>Felix</i>	<i>\$2,210</i>
	Lamprey	\$2,550
<u>Beaver Brook Falls</u>	<i>Bolen's</i>	<i>\$300</i>
<u>Mt. Cardigan State Park</u>	<i>Rowell's</i>	<i>\$840.00</i>
<u>Chesterfield Gorge</u>	<i>Rowell's</i>	<i>\$1,120</i>
<u>Coleman State Park</u>	Rowell's	\$5,512.50
	<i>Bolen's</i>	<i>\$2,450</i>
<u>Connecticut Lakes</u>	Rowell's	\$2,760
	<i>Bolen's</i>	<i>\$2,700</i>
<u>Crawford Notch State Park</u>	<i>Rowell's</i>	<i>\$2,520</i>
	Lamprey	\$2,572.50
<u>Deer Mtn State Park</u>	<i>Bolen's</i>	<i>\$900</i>
<u>Dixville Notch State Park</u>	<i>Bolen's</i>	<i>\$400</i>
<u>Echo Lake State Park/Cathedral Ledge</u>	Rowell's	\$2,548
	<i>Lamprey</i>	<i>\$1,924</i>
<u>Forest Lake State Park</u>	<i>Bolen's</i>	<i>\$1,350</i>
<u>Franklin Pierce Homestead</u>	<i>Felix</i>	<i>\$300</i>
<u>Gilson Pond Campground</u>	<i>Rowell's</i>	<i>\$2,587.50</i>
	Lamprey	\$3,300.50
<u>Great North Woods Regional Office</u>	<i>Bolen's</i>	<i>\$450</i>
<u>Greenfield State Park</u>	Rowell's	\$9,230
	<i>Felix</i>	<i>\$6,035</i>
	Lamprey	\$17,750
<u>Jericho Mtn State Park</u>	<i>Bolen's</i>	<i>\$3,775</i>
<u>Kingston State Park</u>	<i>Felix</i>	<i>\$2,097.60</i>
<u>Lake Francis State Park</u>	<i>Bolen's</i>	<i>\$2,700</i>

<u>Milan Hill State Park</u>	Rowell's	\$1,720	
	<b>Bolen's</b>	<b>\$1,400</b>	
<u>Mollidgewock State Park</u>	Rowell's	\$1,680	
	<b>Bolen's</b>	<b>\$1,500</b>	
<u>Monadnock State Park</u>	<b>Rowell's</b>	<b>\$1,995</b>	
	Lamprey	\$3,298.40	
<u>Moose Brook State Park</u>	Rowell's	\$2,565	
	<b>Bolen's</b>	<b>\$2,375</b>	
<u>Northwood Meadows State Park</u>	<b>Lamprey</b>	<b>\$500</b>	
<u>Odiome Point State Park</u>	<b>Marlin Environmental</b>	<b>\$2,800</b>	
	Felix	\$3,400	
<u>Pawtuckaway State Park</u>	Rowell's	\$5,130	
	<b>Felix</b>	<b>\$3,990</b>	
<u>Pillsbury State Park</u>	<b>Rowell's</b>	<b>\$1,440</b>	
<u>Rhododedron</u>	<b>Lamprey</b>	<b>\$1,000</b>	
<u>Robert Frost Farm</u>	Marlin Environmental	\$250	
	<b>Felix</b>	<b>\$200</b>	
<u>Rollins State Park</u>	<b>Rowell's</b>	<b>\$1,500</b>	
<u>Rye Harbor State Park</u>	<b>Marlin Environmental</b>	<b>\$280</b>	
	Felix	\$400	
<u>Seacoast Science Center</u>	<b>Marlin Environmental</b>	<b>\$665</b>	
	Felix	\$950	
<u>Silver Lake State Park</u>	Marlin Environmental	\$420	*tie - winner drawn by lottery
	<b>Felix</b>	<b>\$420</b>	
<u>Sunapee State Park</u>	Rowell's	\$3,900	
	<b>Marlin Environmental</b>	<b>\$2,250</b>	
<u>Wadleigh State Park</u>	<b>Rowell's</b>	<b>\$1,950</b>	
<u>Wallis Sands State Park</u>	Rowell's	\$2,530	
	<b>Marlin Environmental</b>	<b>\$1,610</b>	
	Felix	\$2,185	
<u>Weeks State Park</u>	<b>Bolen's</b>	<b>\$600</b>	
<u>Wellington State Park</u>	<b>Rowell's</b>	<b>\$1,330</b>	
	Marlin Environmental	\$1,400	
<u>Wentworth Mansion</u>	<b>Felix</b>	<b>\$1,225</b>	
<u>Wentworth State Park</u>	Rowell's	\$3,450	
	<b>Marlin Environmental</b>	<b>\$2,100</b>	
	Lamprey	\$3,000	

<u>White Lake State Park</u>	Rowell's	\$6,424
	<b>Lamprey</b>	<b>\$5,840</b>
<u>Winslow Lake State Park</u>	<b>Rowell's</b>	<b>\$640</b>
<u>Mt Washington State Park</u>	Rowell's	\$5,400
	<b>Bolen's</b>	<b>\$3,960</b>
	Lamprey	\$5,400
<u>Umbagog State Park</u>	Rowell's	\$6,392
	<b>Bolen's</b>	<b>\$5,440</b>
<u>Springfield WIC</u>	Rowell's	\$6,240
	<b>Felix</b>	<b>\$5,440</b>
<u>Sanbornton WIC</u>	Rowell's	\$960
	<b>Felix</b>	<b>\$810</b>
<u>Canterbury WIC</u>	Rowell's	\$2,400
	<b>Felix</b>	<b>\$2,025</b>
<u>Sutton WIC</u>	Rowell's	\$3,000
	<b>Felix</b>	<b>\$2,250</b>
<u>Colebrook WIC</u>	<b>Bolen's</b>	<b>\$1,050</b>
<u>Littleton WIC</u>	<b>Rowell's</b>	<b>\$2,420</b>
<u>Salem WIC</u>	<b>Felix</b>	<b>\$200</b>
<u>N. Conway WIC</u>	<b>Lamprey</b>	<b>\$480</b>
<u>Lafayette Campground</u>	Rowell's	\$3,410
	<b>Lamprey</b>	<b>\$3,255</b>
<u>DRED Warehouse</u>	<b>Felix</b>	<b>\$225</b>
	Lamprey	\$292.50
<u>Cannon Mountain</u>	Rowell's	\$13,915
	<b>Lamprey</b>	<b>\$13,062.50</b>
	Marlin Environmental	Incomplete
<u>Flume Gorge</u>	<b>Lamprey</b>	<b>\$3,971</b>

**\*\*Please note: Miller State Park did not receive any bids.\*\***

**Septic Tank Pumping & Disposal  
Locations Awarded to Bolen's Septic**

<b>PARK NAME</b>	<b>AWARDED AMOUNT</b>	
Androscoggin Wayside		\$300
Beaver Brook Falls		\$300
Coleman State Park		\$2,450
Connecticut Lakes		\$2,700
Deer Mtn State Park		\$900
Dixville Notch State Park		\$400
Forest Lake State Park		\$1,350
Great North Woods Regional Office		\$450
Jericho Mtn State Park		\$3,775
Lake Francis State Park		\$2,700
Milan Hill State Park		\$1,400
Mollidgewock State Park		\$1,500
Moose Brook State Park		\$2,375
Weeks State Park		\$600
Mt Washington State Park		\$3,960
Umbagog State Park		\$5,440
Colebrook WIC		\$1,050
		<b>\$31,650</b>
<b>Contingency</b>	<b>20%</b>	<b>\$6,330</b>
		<b>\$37,980</b>

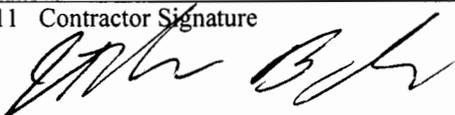
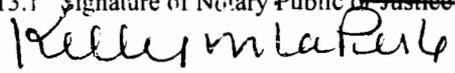
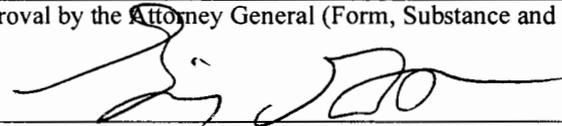
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Resources & Economic Development		1.2 State Agency Address 172 Pembroke Road Concord NH 03301	
1.3 Contractor Name Bolens Septic & Portable Toilets		1.4 Contractor Address 33 Brown Brook Road Stewartstown NH 03576	
1.5 Contractor Phone Number 603-246-7718	1.6 Account Number See Attached	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$37,980.00
1.9 Contracting Officer for State Agency Julie Levesque, Parks' Accountant		1.10 State Agency Telephone Number 603-271-3728	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Bolens, Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>3-11-16</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] <span style="float: right;"><b>KELLY M. LaPERLE, Notary Public</b> My Commission Expires October 26, 2016</span>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
Date: <u>4/4/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/19/16</u>			
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.

**Attachment 1.6**  
**Account Number Breakdown by Park and WIC**  
**Bolens Septic & Portable Toilets**

<b><u>Service Parks:</u></b>	<b><u>FY 2106</u></b>	<b><u>FY 2017</u></b>	
03-35-35-351510-37200000-103-502664-35P01011		\$360	
03-35-35-351510-37200000-103-502664-35P01411		\$360	
03-35-35-351510-37200000-103-502664-35P01111	\$480	\$2,460	
03-35-35-351510-37200000-103-502664-35P02611		\$3,240	
03-35-35-351510-37200000-103-502664-35P01611		\$1,080	
03-35-35-351510-37200000-103-502664-35P01711		\$480	
03-35-35-351510-37200000-103-502664-35P02311		\$1,620	
03-35-35-351510-37200000-103-502664-35P02611	\$540		
03-35-35-351510-37200000-103-502664-35P03611		\$4,530	
03-35-35-351510-37200000-103-502664-35P04511	\$810	\$2,430	
03-35-35-351510-37200000-103-502664-35P04711		\$1,680	
03-35-35-351510-37200000-103-502664-35P05011		\$1,800	
03-35-35-351510-37200000-103-502664-35P05311		\$2,850	
03-35-35-351510-37200000-103-502664-35H08911		\$720	
03-35-35-351510-37200000-103-502664-35P08211		\$6,528	
Sub Total:	\$1,830	\$30,138	\$31,968
<b><u>Mt. Washington Commission:</u></b>			
03-35-35-351510-37420000-103-502664-35M00311	\$1,188	\$3,564	
Sub Total:	\$1,188	\$3,564	\$4,752
<b><u>Welcome Information Centers:</u></b>			
03-35-35-352015-59190000-048-35U41199		\$1,260	
Sub Total:		\$1,260	\$1,260
<b>Grand Total:</b>		<b><u>\$37,980</u></b>	

**Department of Resources and Economic Development  
Division of Parks and Recreation**

**Septic Pumping and Disposal Service**

**EXHIBIT A**

**Summary of Service**

Provide all labor, equipment, and materials, including transportation necessary to access, pump out, and dispose of the contents of septic tanks located at the following locations:

Androscoggin Wayside	500 gallons	Schedule: On Call
Beaver Brook Falls	1,000 gallons	Schedule: On Call
Coleman State Park	12,250 gallons	Schedule: On Call
Connecticut Lakes	6,000 gallons	Schedule: On Call
Deer Mountain State Park	2,000 gallons	Schedule: On Call
Dixville Notch State Park	1,000 gallons	Schedule: On Call
Forest Lake State Park	3,000 gallons	Schedule: On Call
Grt. N. Woods Reg. Ofc	1,000 gallons	Schedule: On Call
Jericho Mountain State Park	14,500 gallons	Schedule: Summer 2016/On Call
Lake Francis State Park	10,000 gallons	Schedule: On Call
Milan Hill State Park	4,000 gallons	Schedule: On Call
Mollidgewock State Park	5,000 gallons	Schedule: On Call
Moose Brook State Park	9,500 gallons	Schedule: On Call
Weeks State Park	2,000 gallons	Schedule: On Call
Mt. Washington State Park	12,000 gallons	Schedule: July, August, September & October 2016
Umbagog State Park	13,600 gallons	Schedule: On Call
Colebrook WIC	3,500 gallons	Schedule: October 2016/On Call

**EXHIBIT B**

**Contract Price**

Septic Pumping and Disposal Service:	\$31,650
Contingency for Unforeseen Circumstances:	<u>\$ 6,330</u>
Total contract shall not exceed:	\$37,980

**Method of Payment**

Payments shall be made within 30 days after receipt of vendor supplied invoice.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of October 31, 2016.

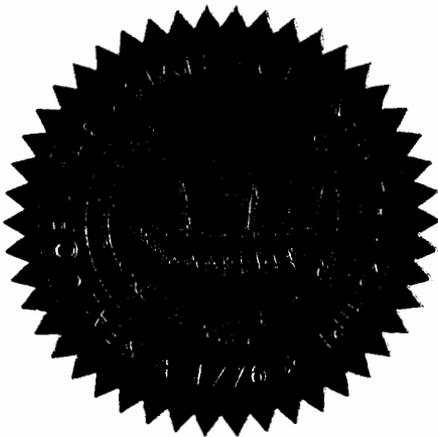
**EXHIBIT C**

There are no additional or special provisions in this contract.

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 Bolens Septic & Portable Toilets, LLC is a New Hampshire limited liability company formed on July 11, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of March, A.D. 2016

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

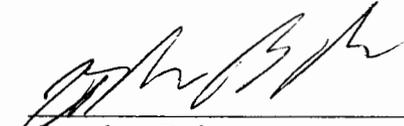
William M. Gardner  
Secretary of State

# Certificate of Authority/ Vote

(Limited Liability Company)

I Jonathan Bolens, hereby certify that:

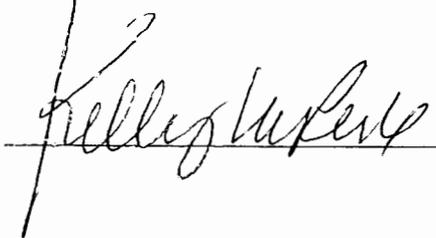
1. I am the sole member/manager of the company: Bolens Septic LLC.
2. I hereby certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Bolens Septic LLC. And that no corporate resolution, shareholder vote, other document or action is necessary to grant me such authority.

  
\_\_\_\_\_  
Jonathan Bolens

3/11/16  
\_\_\_\_\_  
Date

State of New Hampshire  
County OF Coos

On this 11 day of March ~~2014~~ <sup>2016</sup>, before me, Kelly M. LaPerle,  
the undersigned officer, personally appeared Jonathan Bolens known to me or  
satisfactorily proven to be the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes therein contained. In  
witness whereof, I hereunto set my hand and official seal:

  
\_\_\_\_\_

My Commission Expires  
**KELLY M. LAPERLE, Notary Public**  
My Commission Expires October 26, 2016

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
02/11/16

**PRODUCER**  
GEO M. STEVENS & SON CO.  
102 MAIN STREET  
COLEBROOK, NH 03576

**INSURED**  
JOHN & KELLY BOLENS d/b/a  
BOLENTS SEPTIC & PORTABLE TOILETS LLC  
33 BROWN BROOK ROAD  
STEWARTSTOWN, NH 03576

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: MERCHANTS INSURANCE GROUP  
INSURER B: RIVERPORT INSURANCE COMPANY  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CMP9146326	12/10/15	12/10/16	EACH OCCURRENCE \$1,000,000.
					FIRE DAMAGE (Any one fire) \$100,000.
					MED EXP (Any one person) \$ 5,000.
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP9262339	04/30/15	04/30/16	COMBINED SINGLE LIMIT (Ea accidnt) \$1,000,000.
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC288300633201	11/15/15	11/15/16	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 100,000.
					E.L. DISEASE - EA EMPLOYEE \$ 100,000.
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

SEPTIC TANK CLEANING AND PUMPING

**CERTIFICATE HOLDER**  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES & ECONOMICS  
DRED  
172 PEMBROKE ROAD  
CONCORD, NH 03301

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Alle Andolina*