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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301

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April 14, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Arthur St. Laurent d/b/a Saints Lawn Care, (VC# 308511) Pittsfield, NH, for a total price not to exceed \$50,000 for landscaping services. The term of the contract shall begin on May 18, 2022 or upon approval of the Governor and Executive Council whichever is later, through May 17, 2024, a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

EXPLANATION

The Department of Administrative Services maintains several state owned buildings in the City of Concord. This contract will be utilized to supplement in-house resources to provide landscaping services for these state owned buildings.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property web site on February 2, 2022. In addition, we also notified thirty-eight (38) vendors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. Three bids were received for the Concord region. Attached is a copy of the bid results.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Arlinghaus".

Charles M. Arlinghaus,
Commissioner

Landscaping Services**RFB DAS 2022-06****February 23, 2022 @ 1:30 PM****LA Brochu Inc.****Concord Region****Description****Hourly Rate Monday
through Friday 7:00 AM to
5:00 PM****Hourly Rate Saturday, Sundays,
Holidays and Monday through
Friday from 5:01 PM to 6:59 AM**

Lawn Cutting and Trimming

\$55.00

\$100.00

Spring Clean Up

\$65.00

\$120.00

Weeding and Mulching Services

\$65.00

\$120.00

Lawn Seeding and Installing Sod Services

\$95.00

\$180.00

Fall Clean Up, Leaf and Debris Removal

\$65.00

\$120.00

Pruning and Shearing Shrubs and Small Trees

\$85.00

\$160.00

Miscellaneous Grounds Maintenance

\$85.00

\$160.00

Fertilizer and Herbicide Application Services

\$145.00

\$300.00

Saints Lawn Care**Concord Region****Description****Hourly Rate Monday
through Friday 7:00 AM to
5:00 PM****Hourly Rate Saturday, Sundays,
Holidays and Monday through
Friday from 5:01 PM to 6:59 AM**

Lawn Cutting and Trimming

\$47.50

\$55.00

Spring Clean Up

\$47.50

\$55.00

Weeding and Mulching Services

\$47.50

\$55.00

Lawn Seeding and Installing Sod Services

\$47.50

\$55.00

Fall Clean Up, Leaf and Debris Removal

\$47.50

\$55.00

Pruning and Shearing Shrubs and Small Trees

\$47.50

\$55.00

Miscellaneous Grounds Maintenance

\$47.50

\$55.00

Fertilizer and Herbicide Application Services

No Bid

No Bid

ASAP Landscape and Design LLC**Concord Region****Description****Hourly Rate Monday
through Friday 7:00 AM to
5:00 PM****Hourly Rate Saturday, Sundays,
Holidays and Monday through
Friday from 5:01 PM to 6:59 AM**

Lawn Cutting and Trimming

\$70.00

\$85.00

Spring Clean Up

\$70.00

\$85.00

Weeding and Mulching Services

\$70.00

\$85.00

Lawn Seeding and Installing Sod Services

\$70.00

\$85.00

Fall Clean Up, Leaf and Debris Removal

\$70.00

\$85.00

Pruning and Shearing Shrubs and Small Trees

\$70.00

\$85.00

Miscellaneous Grounds Maintenance

\$70.00

\$85.00

Fertilizer and Herbicide Application Services

\$70.00

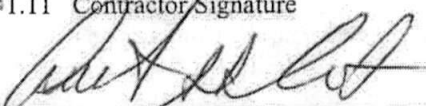
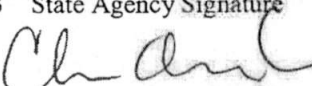
\$85.00

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 Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 417 Concord, NH 03301	
1.3 Contractor Name <i>Arthur St. Laurent</i>		1.4 Contractor Address <i>211 Dowboro Rd Pittsfield NH 03263</i>	
1.5 Contractor Phone Number <i>603-765-2941</i>	1.6 Account Number Various	1.7 Completion Date May 17, 2024	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature  Date: <i>4/9/22</i>		1.12 Name and Title of Contractor Signatory <i>Arthur St. Laurent</i> owner	
1.13 State Agency Signature  Date: <i>4-25-22</i>		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: <i>4/28/2022</i>			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>4/25/2022</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT "A"

SPECIAL PROVISIONS

1. No Special Provisions.

EXHIBIT "B"**SCOPE OF SERVICES**

1. The Contractor shall provide "Landscaping Services" as described herein. The Contractor shall provide Landscaping Services on an as needed basis to any of the State facilities listed below. The State reserves the right to add or delete state facility locations within the Concord region.

Concord Region		
Name/Facility	Address	Town
Bridges House	21 Mountain Road	Concord
DOT Mechanical Services	226 Sheep Davis Road	Concord
DOT Materials and Research	5 Hazen Drive	Concord
Homeland Security	224 Sheep Davis Road	Concord
Health & Human Services	27-29 Hazen Drive	Concord
Johnson Hall	107 Pleasant Street	Concord
Dept of Justice	33 Capitol Street	Concord
Legislative Office Building	33 North State Street	Concord
Londergan Hall	101 Pleasant Street	Concord
Medical & Surgical Building	109 Pleasant Street	Concord
Morton Building	7 Hazen Drive	Concord
Motor Vehicle	23 Hazen Drive	Concord
Old Labor Building	19 Pillsbury Street	Concord
Records and Archives	71 South Fruit Street	Concord
Old Revenue Building	64 South Street	Concord
Safety Building	33 Hazen Drive	Concord
Spaulding Hall	95 Pleasant Street	Concord
State House	107 North Main Street	Concord
State House Annex	25 Capitol Street	Concord
State Library	20 Park Street	Concord
Warehouse	12 Hills Avenue	Concord
Upham Walker House	18 Park Street	Concord

2. The term of this non-exclusive contract shall begin on May 18, 2022 or upon approval of the Governor and Executive Council, whichever is later, through May 17, 2024, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.
3. The State has the right to terminate the contract at any time giving the Contractor a thirty day written notice.
4. The term, "Landscaping Services", as used above shall include providing all supervision, labor, materials, transportation, tools and equipment and machinery necessary to satisfactorily complete the "Landscaping Services" as identified herein.
5. The Contractor shall submit a not to exceed quote for individual projects at rates established in this contract.

6. "Landscaping Services " shall include the following at a minimum:

A. Lawn Mowing and Trimming

Lawn Mowing shall be scheduled by the State Project Manager. Lawn Mowing and trimming shall be completed with equipment properly sized for the job. Grass cutting height and frequency shall be directed by the State Project Manager. Special care shall be utilized by the Contractor to prevent turf degradation, rutting and other damage from lawn equipment throughout the property. Scalping is unacceptable. String line trimming shall be completed with each lawn mowing around all fence lines and obstacles within the lawn areas. This includes all areas accessible by the mower, areas along sidewalks, curbs, paved areas, landscape beds and areas that may be gated or fenced. Lawn mowing and trimming shall include the collection and removal of all grass cuttings and debris from the lawn, adjacent walks, drives, curbs and other areas after trimming and or lawn mowing services are performed.

B. Spring Clean Up

Spring Clean Up shall include collection, removal and proper disposal of all trash and debris on the lawn and property, including, but not limited to, leaves, twigs and branches. Spring Clean Up shall include the removal of all leaves, weeds and debris from all areas under shrubbery, along curbing and fence lines. Remove any dead or dying branches from shrubs or small trees.

C. Weeding and Mulching

The Contractor shall remove all weeds and redefine landscape bed edges. The Contractor shall then apply a fresh coat of mulch to achieve a 2" layer of mulch throughout the landscape beds. The mulch type and color shall be approved in advance by the State Project Manager.

D. Lawn Seeding or Installing Sod

This shall include the proper preparation of the areas to be seeded including but not limited to removal of debris, raking and applying top soil, spreading seed and covering the seed with straw mulch. In public areas, the Contractor may need to erect some type of fencing or barrier to protect newly seed or sodded areas. The type of seed, sod and mulch shall be approved in advance by the State Project Manager.

E. Fall Clean Up, Leaf and Debris Removal

This shall include removing, collecting and disposal of leaves, branches, organic debris and any rubbish from lawn areas, areas under shrubbery, along curbing, retention and other fenced in areas. Fall Clean Up shall also include raking of mulch beds and cutting back of any perennials as appropriate.

F. Pruning and Shearing Shrubs and Small Trees

All pruning shall be performed by an experienced specialist to assure the proper growth and health of the shrubs and small trees. All pruning activities shall be completed at the proper time of year to prevent damage or disease to the shrubs and trees.

G. Miscellaneous Grounds Maintenance

This includes general manual grounds work including but not limited to planting bushes, flowers and small trees, removing dead bushes and plants, installing mulch bed edging, repairing patio pavers and general maintenance and cleaning of the grounds including removal of rubbish and organic debris.

7. All work performed under this contract shall be scheduled by the State Project Manager.
8. The typical working hours under this contract will range from 7:00 AM and 5:00 PM Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established at the beginning of each project.
9. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.
10. The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the work.
11. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a) All employees and or sub contractors performing the work and all other persons who may be affected thereby;
 - b) State employees, building visitors state facilities and vehicles or equipment adjacent to the work areas.
12. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
13. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
14. The Contractor's equipment shall be the size and type appropriate for completing the various types of landscaping work. The Contractor shall ensure that any equipment considered by the State Project Manager or supervisor to be improper or inadequate for the purpose is removed from the site and replaced with satisfactory equipment.
15. The Contractor shall ensure that all work is completed in a professional manner.
16. The Contractor shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the each workday, project they shall remove all their waste materials and rubbish from and about the project as well as all their tools, machinery and leave the premises in a clean and satisfactory condition at all times.

17. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portion of the work.
18. The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.
19. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.
20. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
21. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
22. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
23. While on State property, the Contractor's employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
24. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
25. The Contractor shall perform 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. The 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 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.

26. 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. They shall in no way be relieved of their 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 State 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.
27. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Landscaping Services" at the rates listed below for a not to exceed total of **\$50,000.00** for the period commencing on May 18, 2022 or upon Governor and Council approval whichever is later through May 17, 2024 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. The Contractor shall submit not to exceed quotes for individual projects at rates established in this contract.
3. The Per Person Hourly Rate shall be for the actual time at the respective job sites. The Per Person Hourly Rate includes any equipment that may be required to complete the task.
4. The mileage charge is \$0.585 per mile portal to portal, or the distance from the previous worksite to the new worksite whichever is less.
5. All materials shall be invoiced at a markup not to exceed 10% over Contractor's or subcontractor's cost.
6. No other special charges, surcharges, processing charges or fuel charges of any kind (by whatever name shall be allowed).

7. Rate Schedule

Concord Region

Description	Per Person Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Per Person Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM
Lawn Cutting and Trimming	\$47.50	\$47.50
Spring Clean Up	\$47.50	\$47.50
Weeding and Mulching Services	\$47.50	\$47.50
Lawn Seeding and Installing Sod Services	\$47.50	\$47.50
Fall Clean Up, Leaf and Debris Removal	\$47.50	\$47.50
Pruning and Shearing Shrubs and Small Trees	\$47.50	\$47.50
Miscellaneous Grounds Maintenance	\$47.50	\$47.50

8. The following information is required on all invoices:

Dates and location of the services;

Detail of the work performed.

Copy of the Contractor's material invoices to verify mark up.

9. The Contractor shall submit invoices to the State at the rates quoted in this contract. The State retains the right to examine the Contractor's invoices for the materials used in completing the work. Invoices shall be submitted to the State after completion of the work to the requesting state agency.

10. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

11. The Contractor shall submit invoices to the State at the following addresses:

State of New Hampshire
Bureau of General Services
Kristin Glover
25 Capitol Street, Room 112
Concord, NH 03301

State of New Hampshire
Bureau of Court Facilities
Diane Cantin
25 Capitol Street, Room 111
Concord, NH 03301

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SAINT'S LAWN CARE is a New Hampshire Trade Name registered to transact business in New Hampshire on September 18, 2018. 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: **803358**

Certificate Number: **0005754751**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

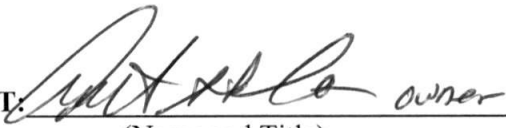
I, Arthur St. Laurent, hereby certify that I am the Sole Proprietor

of Saints Lawn Care which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 4/9/22

ATTEST:  owner
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2022

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

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

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246		CONTACT NAME: Ann Hebert PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: ann.hebert@crossagency.com	
INSURED Arthur St. Laurent, DBA: Saints Lawn Care 211 Dowboro Rd Pittsfield NH 03263		INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America Assur. Co INSURER B: NGM Ins. Co. INSURER C: Benchmark Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 29939 41394	

COVERAGES**CERTIFICATE NUMBER:** CL2242594046**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MPP1166B	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			B1P1166B	04/30/2022	04/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			CUP1166B	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE ☒ OTH-ER ☐
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A		BRX10145503	11/01/2021	11/01/2022	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Operations usual to insured through out the policy term. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Arthur St. Laurent

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Administrative Services Charles Arlinghaus or designee 25 Capital Street Room 100 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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