State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

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116

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 21, 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 amend an existing contract (Contract #8002900) with Piedmont Excavation & Septic, LLC (VC#281248), Epsom, NH, by increasing the price limitation by $152,650 from $208,350 to $361,000 for snowplowing services at five State agencies, add one additional State agency, and adjust pricing to reflect a specification change at another State agency, effective upon Governor and Council approval through July 31, 2024. The original contract (Contract #8002900) was approved by the Commissioner of the Department of Administrative Services on July 01, 2021, and most recently amended with the Commissioner of the Department of Administrative Services approval on December 8, 2021.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on July 01, 2021. It was then subsequently amended with the Commissioner of the Department of Administrative Services approval on October 25, 2021; and on December 8, 2021.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid 2709-23 on November 08, 2022 with responses due on November 17, 2022. There were six responses received with Piedmont Excavation & Septic, LLC, submitting the lowest compliant pricing for two of the five locations that were put out to bid. This amendment will increase pricing on one location and add one location on the existing contract (Contract #8002900).

The incumbent, TH Turnkey Construction LLC (Contract #8002904), was unable to meet their current contract obligation for four out of six of their locations due to staffing challenges. additionally, Merrimack County Superior Court had a specification change to add shoveling services which resulted in bid 2709-23 being issued. The apparent low bidder, Piedmont Excavation & Septic, LLC was 23.92% lower than the next apparent low bid for the New Hampshire Veterans Home and 22.03% less than the next apparent bid for Merrimack County Superior Court. Though Piedmont Excavation & Septic, LLC is the current contract (Contract #8002900) holder for Merrimack County Superior Court they showed an increase of 19.48% due to the addition of shoveling services as well as a 0.69% increase over the current contract (Contract #8002904) for the New Hampshire Veterans Home.

Due to current economic conditions, there are no cost savings. Rather, this amendment reflects a 20.17% overall increase compared to the current pricing for the New Hampshire Veterans Home contract (Contract #8002916) as well as for Merrimack Superior Court contract (Contract #8002900). However as previously mentioned, this amendment does include the addition of one new location and adds shoveling services to another with an allowance of $716 for unplanned emergency services. Upon approval, this amendment will ensure State agencies will be able to continue operating efficiently and safely throughout New Hampshire's winter season.

Contract amendment	
Original contract price limitation	$208,350.00
Add change affected by amendment	$152,650.00
New price limitation	$361,000.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Piedmont Excavation & Septic, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary
SNOW PLOWING SERVICES

Bid Description	Snow Plowing Services	Agency	Multiple
RFB#	2709-23	Requisition	NA
Agent Name	Sean Clark	Bid Closing	11/17/2022 10 AM

LOCATION	Katahdin Property Services LLC.		3 Lakes Landscaping LLC		LA BROCHU, INC.		PIEDMONT EXCAVATION & SEPTIC		R.M. PIPER, INC.		SAINTS LAWN CARE	
	November 2022 - July 2023	August 2023 - July 2024	November 2022 - July 2023	August 2023 - July 2024	November 2022 - July 2023	August 2023 - July 2024	November 2022 - July 2023	August 2023 - July 2024	November 2022 - July 2023	August 2023 - July 2024	November 2022 - July 2023	August 2023 - July 2024
DHHS LACONIA	$35,000.00	$35,000.00	X	X	X	X	X	X	X	X	$10,350.00	$10,350.00
NEW HAMPSHIRE VETERANS HOME	$90,000.00	$90,000.00	X	X	X	X	$68,467.00	$68,467.00	X	X	X	X
PLYMOUTH CIRCUIT COURT	$38,000.00	$38,000.00	$18,500.00	$18,500.00	X	X	X	X	$6,930.00	$6,930.00	X	X
DESC PUBLIC SAFETY ANSWERING POINT	$21,000.00	$21,000.00	X	X	X	X	X	X	X	X	$7,050.00	$7,050.00
**MERRIMACK COUNTY SUPERIOR COURT	$59,000.00	$59,000.00	X	X	$60,000.00	$62,000.00	$46,000.00	$46,000.00	X	X	X	X
Total awarded	$243,000.00	$243,000.00	$18,500.00	$18,500.00	$60,000.00	$62,000.00	$114,467.00	$114,467.00	$6,930.00	$6,930.00	$17,400.00	$17,400.00
Base contract deduction							-$38,500.00	-$38,500.00				
							$75,967.00	$75,967.00				
Total combined	$486,000.00		$37,000.00		$122,000.00		$151,934.00		$13,860.00		$34,800.00	
Allowance							$716.00					
Add this amendment							$152,650.00					
Original contract total							$208,350.00					
New price limitation							$361,000.00					

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary
SNOW PLOWING SERVICES

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary (Applicable for Contracts Only)			
Statewide Contract or Amendment	BOTH		
Term of Contract	2 YEARS remaining		
Price Limitation	361,000 (8002900 Piedmont)		
Number of Solicitations Received	6.00		
Number of Sourced Bidders	23.00		
Number of NIGP Vendors Sourced	206.00		
Number of Bid Declines (with reason)	None		
Term of Contract	2 YEARS / EXTENSION		
P-37 Checklist Complete	YES		
D&B Report Attached	NA		
Terms of Payment (P-card/ACH)	YES		
FOB Delivered	NA		
Expiring Contract Price Limitation	Multiple		
Total Cost ($/%)	42,024.20	20.17%	Increase

Special Notes:

Due to current economic conditions, there are no cost savings. Rather, this amendment reflects a 20.17% overall increase compared to the current pricing for the New Hampshire Veterans Home contract (Contract #8002916) as well as for Merrimack Superior Court contract (Contract #8002900). However as previously mentioned, this amendment does include the addition of one new location and adds shoveling services to another with an allowance of $716 for unplanned emergency services.

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

DATE: November 22, 2022

CONTRACT FOR: Snow Plowing, SERVICES

CONTRACT #: 8002900

COMMODITY/NIGP CODE: 968-7200

CONTRACTOR: Piedmont Excavation & Septic, LLC **VENDOR CODE #:** 281248

SUBMITTED FOR ACCEPTANCE BY:

2022.11.22 14:56:44 -05'00' CSC 2022.11.22 16:08:10 -05'00'

PURCHASING AGENT / COLIN CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Mathew T Stanton, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.12.06 11:21:49 -05'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

12/7/2022

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/19/22

Form Revised 10/22 GSL

THIRD AMENDMENT TO THE CONTRACT
BETWEEN PIEDMONT EXCAVATION & SEPTIC, LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002900

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 22 day of November 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Piedmont Excavation & Septic, LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the Second Amendment on December 8, 2021, amended by the First Amendment on October 25, 2021, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $361,000

2. Amend Exhibit B; Add Location and Site-Specific Snow Removal Requirements for the following:

   New Hampshire Veterans Home

   Facility is open 24/7/365. vendor must provide snowplowing, sanding, and salting services as needed measuring no more than two (2) inches of snow accumulation to ensure that all emergency responders have continuous access to the main entrance. Sand and salting are included. Excludes walkways and sidewalks. Includes snow removal and push back. Snow shall be removed, and parking lots shall be useable within twenty-four (24) hours after the storm ends. Vendor shall commence snowplow operations and salting /sanding to ensure the facility has been fully serviced no later than 6 AM daily and Vendor must coordinate services with shift changes. Vendor may be required to come back to plow parking area after vehicles have been moved at end of shift to ensure removal of snow piles in parking spots within twenty-four (24) hours after storm ends. Driveway entrances and exits shall have a clear view of oncoming traffic. Do not plow snow in front of fire hydrants and hook-ups.

3. Amend Exhibit B; Amend Location and Site-Specific Snow Removal Requirements for the following:

   Merrimack County Superior Court

   Contractor shall commence snowplow operations no later than 6 am Monday – Friday, to ensure the following: All parking spaces (151) and travel lanes are plowed and useable prior to 6:30 am, All walkways and employee access areas are shoveled and useable prior to 6:30 am,

Contractor Initials: JL
Date: 11/22/2022

Snow plowing as needed to keep the area in front of the dumpster cleared (located on Montgomery Street). Snow shall be removed from the sally port garage entrance (located on Montgomery Street). The Contractor agrees to return to the location as needed during a storm to remove snow accumulated in front of the garage entrance as the city plows Montgomery Street. State shall monitor the garage entrance and call for Contractor to return as needed. During the primary business hours of the facility, 7 am – 4:30 pm Monday – Friday, Contractor shall provide: Snow plowing as needed to ensure that no more than 2 inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day Shovel, Salt / Sand all walkways/employee access areas during primary business hours to ensure that they are kept clear of snow and ice. Contractor shall provide snow removal services, as follows: Snow piling in parking spaces, if necessary, during a storm, shall be permitted as follows: up to ten (10) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure to accommodate heavy snowstorms. The snow shall be removed within 24 hours of storm's end. Contractor shall coordinate with State on which designated areas may be utilized for temporary snow storage during this time. Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday. Other: No use of state equipment, No storing of Contractor equipment on state property.

4. Amend Exhibit C Payment & Pricing; Add the following payment terms for the period November 4, 2022, through July 31, 2024:

Location Name	Address to be Serviced	November 2022 – July 2023	August 2023 – July 2024
New Hampshire Veterans Home	139 Winter Street Tilton	$68,467	$68,467

5. Amend Exhibit C Payment & Pricing; Amend the following payment terms for the period November 4, 2022, through July 31, 2024:

Location Name	Address to be Serviced	August 2021 – July 2022	November 2022 – July 2023	August 2023 – July 2024
Merrimack County Superior Court	5 Court Street Concord	$38,500	**$46,000**	**$46,000**

6. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 1, 2021, shall remain in full force and effect.

Contractor Initials: JL
Date: 11/22/2022

PIEDMONT EXCAVATION & SEPTIC, LLC

By: _____

JAMES LANGUE
(Print Name)

Title: PRESIDENT

Date: 11/22/2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 12-19-22

OFFICE OF THE ATTORNEY GENERAL

By: _____

Stacie M. Moser
(Print Name)

Title: Assistant Attorney General

Date: January 5, 2023

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: JL
Date: 11/22/2022

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 PIEDMONT EXCAVATION & SEPTIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 15, 2017. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **771241**

Certificate Number: **0005903297**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of December A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY
(Sole Owner)

I, ***James Lanoue***, as a Sole Owner of my Business, ***Piedmont Excavation & Septic LLC***,

Certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this

21 day of NOVEMBER, 2022

JAMES LANOUE
Sole Owner

State of New Hampshire County of Belknap

On this the 21 day of November, 2022 before me,

Janice Cleary

The undersigned Officer, personally appeared James Lanoue, who acknowledge her/himself to be the Sole Owner of Piedmont Excavation & Septic. A Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

James Lanoue

IN WITHNESS WHEREOF I hereunto set my hand and official seal.

Janice C Cleary
Notary Public / Justice of the Peace

MARCH 11, 2025
My Commission Expires:

JANICE C. CLEARY
MY COMMISSION EXPIRES MARCH 11, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

PIEDEXC-01 YFANARAS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2022

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Yvette Fanaras
PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: yfanaras@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Motorist Commercial Mutual Insurance Company	
INSURER B : AmTrust North America, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Piedmont Excavaton & Septic, LLC
2100 Dover Rd
Epsom, NH 03234-4135

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5000052963	6/7/2022	6/7/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			5000052963	6/7/2022	6/7/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			5000053081	6/7/2022	6/7/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3590945	6/7/2022	6/7/2023	X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation 3A States: NH - Excluded Officer Jim Lanoue

Proof Of Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

DATE: December 7, 2021

CONTRACT FOR: Snow Plow Service Contract

CONTRACT #: 8002900

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Piedmont Excavation & Septic **VENDOR CODE #:** 281248

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2021.12.07 15:25:25 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.12.07 15:46:46 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.12.08 08:23:09 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12-7-21

SECOND AMENDMENT TO THE CONTRACT
BETWEEN PIEDMONT EXCAVATION & SEPTIC LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002900

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 6 day of December 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Piedmont Excavation & Septic LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on October 25, 2021, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $208,350.00

2. Amend Exhibit B Scope of Services; add the following requirements:

Facility Address	Town	Agency Contact	Location Contact	Special Requirements
Merrimack County Superior Court 5 Court Street	Concord	Sarah Lineberry (603) 271-3936 Sarah.lineberry@das.nh.gov	Eric Cole (603) 230-0025 Eric.Cole@das.nh.gov	Contractor shall commence snow plow operations no later than 6 am Monday – Friday, to ensure the following: o All parking spaces (151) and travel lanes are plowed and useable prior to 6:30 am o All walkways and employee access areas are shoveled and useable prior to 6:30 am o Snow plowing as needed to keep the

Contractor Initials: JL
Date: 12/6/2021

				area in front of the dumpster cleared (located on Montgomery Street) o Snow shall be removed from the sally port garage entrance (located on Montgomery Street). The Contractor agrees to return to the location as needed during a storm to remove snow accumulated in front of the garage entrance as the City plows Montgomery Street. State shall monitor the garage entrance and call for Contractor to return as needed. During the primary business hours of the facility, 7 am – 4:30 pm Monday – Friday, Contractor shall provide: o Snow plowing as needed to ensure that no more than 2 inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. o Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day

Contractor Initials: JL
Date: 12/1/22

				o Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours Contractor shall provide snow removal services, as follows: - Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to ten (10) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure in order to accommodate heavy snow storms. The snow shall be removed within 24 hours of storm's end. Contractor shall coordinate with State on which designated areas may be utilized for temporary snow storage during this time. - Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday. Other: o No use of state equipment o No storing of Contractor equipment on state property

Contractor Initials: JL
Date: 12/6/2021

3. Amend Exhibit C Payment & Pricing; add the following payment terms for the period December 202 through July 31, 2024:

Location to be serviced	Town/City	Facility Contract	Location Contact	December 2021 to July 2022	August 2022 to July 2023	August 2023 to July 2024	Total
Merrimack County Superior Courthouse 5 Court Street	Concord	Sarah Lineberry (603) 271-3936 Sarah.lineberry@das.nh.gov	Eric Cole (603) 230-0025 Eric.Cole@das.nh.gov	$38,500	$38,500	$38,500	$115,500

a. Add Location invoicing/payments for Merrimack County Superior Courthouse:

i. First year invoicing will start in December 2021 to April 2021. Annually total of $38,500 will be submitted in equal payments for invoicing.

ii. Years two and three invoicing will start in August to July in corresponding years. Annually total will be submitted in equal payments for invoicing.

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: JL
Date: 12/6/20

PIEDMONT EXCAVATION & SEPTIC LLC

By: _____

JAMES LANOUE
(Print Name)

Title: MEMBER

Date: 12/06/2021

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 12-8-21

Contractor Initials: JL
Date: 12/6/2021

(/online/Home/) Back to Home (/online)

Business Information

Business Details

Business Name:	PIEDMONT EXCAVATION & SEPTIC, LLC	Business ID:	771241
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	05/15/2017	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	2012 Dover Road, Epsom, NH, 03234, USA	Mailing Address:	PO Box 813, Epsom, NH, 03234, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Not Stated		
Business Email:	jclearyjunglejims@metrocast.net	Phone #:	603-231-1767
Notification Email:	jclearyjunglejims@metrocast.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Excavation and Septic installation/repair.	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF AUTHORITY
(Sole Owner)

I, ***James Lanoue***, as a Sole Owner of my Business, ***Piedmont Excavation & Septic LLC***,

Certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this

7th day of December, 2021.

James Lanoue
Sole Owner

State of New Hampshire County of Belknap

On this the 7 day of December, 2021, before me,

Janice Cleary.

The undersigned Officer, personally appeared James Lanoue, who acknowledge her/himself to be the Sole Owner of Piedmont Excavation + Septic. A Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

IN WITHNESS WHEREOF I hereunto set my hand and official seal.

Janice C Cleary
Notary Public / Justice of the Peace

March 11, 2025
My Commission Expires:

JANICE C. CLEARY
MY COMMISSION EXPIRES MARCH 11, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

PIEDEXC-01

YFANARAS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2021

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Yvette Fanaras
PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: yfanaras@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Motorist Commercial Mutual Insurance Company	
INSURER B : AmTrust North America, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Piedmont Excavaton & Septic, LLC
Jungle Jim's
2100 Dover Rd
Epsom, NH 03234-4135

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5000052963	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	PCLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			5000052963	6/7/2021	6/7/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			5000053081	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3531872	6/7/2021	6/7/2022	X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation 3A States: NH - Excluded Officer Jim Lanoue

Proof Of Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol St., RM 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

DATE: October 25, 2021

CONTRACT FOR: Snow Plow Service Contract

CONTRACT #: 8002900

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Piedmont Excavation & Septic VENDOR CODE #: 281248

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2021.10.25 08:07:45 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.10.25 10:57:35 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Dept of Administrative Services, ou=Div of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.10.26 08:19:40 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/25/21

Form Revised 5/21/2021 GSL

FIRST AMENDMENT TO THE CONTRACT
BETWEEN PIEDMONT EXCAVATION & SEPTIC LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002915

This First Amendment (hereinafter referred to as the "Amendment"), dated this 22 day of October 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Piedmont Excavation & Septic LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $92,850.00

2. Amend Exhibit B Scope of Services; add the following requirements:

Facility Address	Town	Agency Contact	Location Contact	Special Requirements
Manchester Circuit Court 35 Amherst Street	Manchester	Sarah Lineberry (603) 271-3936 Sarah.lineberry@das.nh.gov	Angel Martinez (603) 496-1052 angel.martinez@nh.gov	Vendor shall commence snow plow operations no later than 6 am Monday – Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. Included are four (4) garage entrances on Amherst Street. Snow shall be removed from the garage entrances

Contractor Initials: JL
Date: 10/22/2021

				prior to 6:30 am, Monday - Friday, and throughout the primary business hours of 7 am - 4:30 pm. The Vendor agrees to return to the location as needed during a storm to remove snow accumulated in front of the garage entrances as the City plows Amherst Street. State shall monitor the garage entrances and call Vendor to return. During the **primary business hours** of the facility, 7 am – 4:30 pm Monday – Friday, Vendor shall provide: Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.

Contractor Initials: JL
Date: 10/2

				Snow piling in parking spaces, even temporary, is strictly prohibited. No use of state equipment. No storing of Vendor equipment on state property.

3. Amend Exhibit C Payment & Pricing; add the following payment terms for the period August 1, 2021 through July 31, 2024:

Location Name	Location to be serviced	Town/City	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024	Total
Manchester Circuit Court	25 Amherst Street	Manchester	$9,250	$9,450	$9,600	**$28,300**

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: JL
Date: 10/22/21

PIEDMONT EXCAVATION & SEPTIC LLC

By: _____

JAMES LANOUE
(Print Name)

Title: MEMBER

Date: 10/22/2021

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-25-21

Contractor Initials: JL
Date: 10/22/21

(/online/Home/) Back to Home (/online)

Business Information

Business Details

Business Name:	PIEDMONT EXCAVATION & SEPTIC, LLC	Business ID:	771241
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	05/15/2017	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	2012 Dover Road, Epsom, NH, 03234, USA	Mailing Address:	PO Box 813, Epsom, NH, 03234, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Not Stated		
Business Email:	jclearyjunglejims@metrocast.net	Phone #:	603-231-1767
Notification Email:	jclearyjunglejims@metrocast.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Excavation and Septic installation/repair.	

Page 1 of 1, records 1 to 1 of 1

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, JAMES LANGUE, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of REDMONT EXCAVATION & SEPTIC LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 10/22/2021 **ATTEST:** JA, MEMBER
(Name & Title)

PIEDEXC-01 YFANARAS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2021

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PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Yvette Fanaras
PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: yfanaras@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Motorist Commercial Mutual Insurance Company	
INSURER B: AmTrust North America, Inc.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Piedmont Excavaton & Septic, LLC
Jungle Jim's
2100 Dover Rd
Epsom, NH 03234-4135

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR			5000052963	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			5000052963	6/7/2021	6/7/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			5000053081	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A		WWC3531872	6/7/2021	6/7/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation 3A States: NH - Excluded Officer Jim Lanoue

Proof Of Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol St., RM 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Bid Description	Snow Plowing Services	Agency:	Court Facilities
Bid #	2527-22	Requisition: #	N/A
Agent Name	Ryan Godin	Bid Closing:	10/18/2021 at 10:00 AM

Quantity	UOM	Product Description	ASAP	Piedmont Excavation & Septic LLC
1	EA	Derry District Court	$ 46,500.00	$ -
1	EA	Manchester Circuit Court	$ 43,500.00	$ 28,300.00
		TOTAL	$ 90,000.00	$ 28,300.00

No Bid

Green Products

Non-Compliant

Vendor & reason

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

DATE: July 1, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: TBD - will assign when system comes back up 8002900

COMMODITY/NIGP CODE: 968-7200

CONTRACTOR: Piedmont Excavating **VENDOR CODE #:** 281248

SUBMITTED FOR ACCEPTANCE BY:

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

Digitally signed by Paul A Rhodes
DN: cn=Paul A Rhodes, o=Div of Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.07.01 11:05:13 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.07.01 13:35:36 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/1/21

FORM NUMBER P-37 (version 12/11/2019)

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Piedmont Excavation & Septic, LLC		1.4 Contractor Address PO Box 813 Epsom NH 03234	
1.5 Contractor Phone Number 603-736-8898	1.6 Account Number Various	1.7 Completion Date 7/31/2024	1.8 Price Limitation $64,550
1.9 Contracting Officer for State Agency Paul Rhodes, Purchasing Manager		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Date: 6·18·21		1.12 Name and Title of Contractor Signatory James Lanoue, President	
1.13 State Agency Signature Date: 7/1/24		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: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JL
Date 6·18·21

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.

Contractor Initials JC
Date 6.18.21

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 Initials JL

Date 6-18-21

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.

Contractor Initials JL
Date 6.18.21

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials: IL
Date 6·18·21

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Piedmont Excavation & Septic, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Snow Plow Services in accordance with the bid submission in response to State Request for Bid #2440-21 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2440-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2440-21."

3. TERM OF CONTRACT

This contract shall commence on August 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

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

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

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

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

Contractor Initials _____
Date 6-18-21

The Contractor shall commence operations as follows:

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

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

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

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

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

Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Contractor will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Contractor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Contractor prior to the work to set the amount of snow to be removed and the location where snow can be stored. Contractor shall perform the work in a manner that preserves the integrity of the roofing system. Contractor shall make best efforts to perform the work within 48 hours of notice by the Property Contact. Contractor is responsible for snow drift and wind row clean-up. Contractor may be called to return to the site to plow snow drifts during, after, or between storms.

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

Contractor Initials JL
Date 6.18.21

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

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

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

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

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

All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

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

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

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

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

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

Contractor Initials JL
Date 6-18-21

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

SITE SPECIFIC REQUIREMENTS:

Franklin Circuit Court 7 Hancock Terrace	Franklin	Vendor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All designated parking spaces and travel lanes are plowed and useable prior to 6:30 am. All designated walkways and employee access areas are shoveled and useable prior to 6:30 am. Vendor shall not plow the entire parking lot as this location consists of shared curtilage. Vendor shall coordinate with the State on where snow can be pushed for the designated spaces. During the primary business hours of the facility, 7 am - 4:30 pm Monday - Friday, Vendor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in designated travel lanes. All designated parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all designated parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours. Snow piling in parking spaces, even temporary, is strictly prohibited. No use of state equipment. No storing of Vendor equipment on state property.
Milford Circuit Court	Milford	Contractor shall commence snow plow operations no later than 6 am Monday – Friday, to ensure the following: o All parking spaces (approximately 110) and travel lanes are plowed and useable prior to 6:30 am o All walkways and employee access areas are shoveled and useable prior to 6:30 am o Snow plowing as needed to keep the area in front of the dumpster cleared During the primary business hours of the facility, 7 am – 4:30 pm Monday – Friday, Contractor shall provide: o Snow plowing as needed to ensure that no more than 2 inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. o Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day o Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours Contractor shall provide snow removal services, as follows: □ Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to three (3) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure in order to accommodate heavy snow storms. The snow shall be removed within 24 hours of storm's end. Contractor shall coordinate with State on which designated areas may be utilized for temporary snow storage during this time. □ Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday. Other: o No use of state equipment o No storing of Contractor equipment on state property

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

Contractor Initials JL
Date 6.18.21

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

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

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2440-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contractor Initials JL
Date 6.18.21

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

Contractor Initials JL
Date 6/18/21

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $64,550; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Location Name	Address to be Serviced	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024
Franklin Circuit Court	7 Hancock Terrace Franklin	$5,450	$5,850	$5,850
Milford Circuit Court	4 Meadowbrook Dr Milford	$15,800	$15,800	$15,800

3. ADDING LOCATIONS AFTER AWARD(S):

The State shall procure services for added locations under this contract utilizing the following steps:

1. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contractors.
2. The Contractor shall submit a quote offering by the due date referenced in each RFQ.
3. The contractor offering the lowest cost, meeting specifications, for the service shall be selected.

If no bids are received by any of the contractors, a RFB will be posted to the State's bid website and be open to all vendors.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The contracted rate for the period of October through April should be billed in monthly installments.

Contractor Initials JL
Date 6/18/21

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

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

5. PAYMENT

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

Contractor Initials JL
Date 6.18.21

EXHIBIT D

RFB #2440-21 is incorporated here within.

Contractor Initials JL
Date 6-18-21

CERTIFICATE OF AUTHORITY

(Sole Owner)

I, ***James Lanoue***, as a Sole Owner of my Business, ***Piedmont Excavation & Septic LLC***,

Certify that I am authorized to enter into a contract with the State of New Hampshire on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this

18 day of June, 2021

James Lanoue
Sole Owner

State of NH County of Belknap

On this the 18 day of June, 2021, before me, Janice Cleary

The undersigned Officer, personally appeared James Lanoue, who acknowledge her/himself to be the Sole Owner of Piedmont Excavation & Septic Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as

_____.

IN WITHNESS WHEREOF I hereunto set my hand and official seal.

Janice C Cleary
Notary Public / Justice of the Peace

3.11.2025
My Commission Expires:

JANICE C. CLEARY
MY COMMISSION EXPIRES MARCH 11, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

(/online/Home/) Back to Home (/online)

Business Information

Business Details

Business Name:	PIEDMONT EXCAVATION & SEPTIC, LLC	Business ID:	771241
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	05/15/2017	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	2012 Dover Road, Epsom, NH, 03234, USA	Mailing Address:	PO Box 813, Epsom, NH, 03234, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Not Stated		
Business Email:	jclearyjunglejims@metrocast.net	Phone #:	603-231-1767
Notification Email:	jclearyjunglejims@metrocast.net	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Excavation and Septic installation/repair.	

Page 1 of 1, records 1 to 1 of 1

PIEDEXC-01 YFANARAS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2021

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Yvette Fanaras
PHONE (A/C, No, Ext): (603) 715-9741 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: yfanaras@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Motorist Commercial Mutual Insurance Company	
INSURER B : AmTrust North America, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Piedmont Excavation & Septic, LLC
Jungle Jim's
2100 Dover Rd
Epsom, NH 03234-4135

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5000052963	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			5000052963	6/7/2021	6/7/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			5000053081	6/7/2021	6/7/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3531872	6/7/2021	6/7/2022	X PER STATUTE / X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation 3A States: NH - Excluded Officer Jim Lanoue

Proof Of Insurance

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol St., RM 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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