

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

NOTICE OF CONTRACT

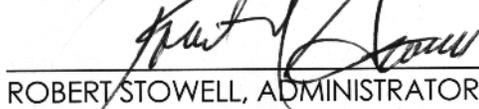
DATE: 09/24/14  
CONTRACT FOR: Snowplowing Services  
NIGP CODE: 968-7200  
CONTRACTOR: Raymond's Landscaping, LLC      CONTRACTOR # 223766

SUBMITTED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
LAURA INGRAM, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 9/24/14

RECOMMENDED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

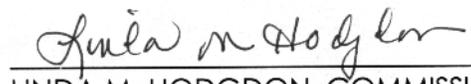
DATE 9/25/14

ENDORSED FOR ACCEPTANCE BY:

  
\_\_\_\_\_  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/20/14

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

  
\_\_\_\_\_  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/20/14

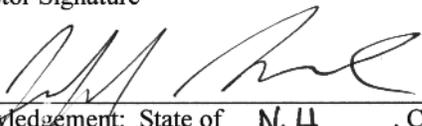
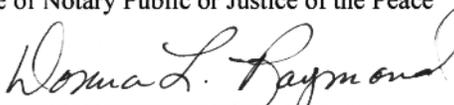
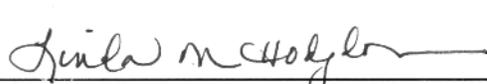
Subject: SNOWPLOWING SERVICES

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Raymond's Landscaping, LLC		1.4 Contractor Address 3 Blue Bird Ln. Boscawen NH 03303	
1.5 Contractor Phone Number (603) 365-3100	1.6 Account Number	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$48,000.00
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2201 x227	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JEFFREY A. RAYMOND,	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>MERRIMACK</u> On <u>September 18, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>DONNA L. RAYMOND</b> Justice of the Peace - New Hampshire My Commission Expires February 8, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor Initials 

Date 9-18-14

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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Date 9-18-71

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

Contractor Initials

Date

  
9-15-14

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

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

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

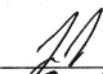
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof on any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

Contractor Initials

Date

  
9-18-14

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials     *JH*      
Date     9-18-14

**EXHIBIT A  
SCOPE OF WORK:**

**1. INTRODUCTION**

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with Raymond's Landscaping, LLC ("Contractor"), a New Hampshire company, to provide snow plowing and removal as described herein and in State of NH Bid number 1666-15. This contract is in response to bid number 1666-15 for Statewide Snowplowing.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. Exhibit A Scope of Work
- c. Exhibit B Payment Schedule
- d. Exhibit C Special Provisions
- e. Appendix A Facility Signoffs
- f. Appendix B Criminal Records Release Authorization Form

**3. TERM**

**3.1 PERIOD OF PERFORMANCE**

The Contractor shall begin service upon the approval by the Commissioner of the Department of Administrative Services (the "Effective Date"). The Contract shall run from the Effective Date through September 30, 2017.

**3.2 TERMINATION**

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

**4. CONTRACT ADMINISTRATION**

**4.1 CONTRACTOR CONTRACT MANAGER**

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

Contract Manager: Jeff Raymond  
Title: Owner  
Address: 3 Blue Bird Ln  
Boscawen NH 03303  
Tel : 603-365-3100  
Email : [raymondexcavation@gmail.com](mailto:raymondexcavation@gmail.com)

**4.2 STATE CONTRACT OFFICER**

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

Contact: Laura Ingram  
Title: Purchasing Agent  
Address: 25 Capitol Street,  
Concord NH 03301  
Tel : 603-271-2201 x 227  
Email : [laura.ingram@nh.gov](mailto:laura.ingram@nh.gov)

Contractor Initials

Date

  
9-7-14

## **Work Specifications / General Guidelines**

### **Snow plowing**

Snow plowing is the plowing (pushing) of snow during and after a snowfall to make travel easier and safer.

### **Snow removal**

Snow removal is the job of removing snow that was plowed previously. In some cases it may be pushing the snow banks back allowing full access to the road/parking lot and walkways. Snow removal can also be the physical loading and trucking snow to offsite.

### **Commencement of Operations:**

Unless otherwise indicated in the Facilities specific section above, Contractor shall be on site providing service as follows:

- Plowing/removal operations upon the accumulation of 2" of snow or more.
- Facilities shall be serviced as required at a minimum two (2) hours before a facility's scheduled opening and shall continue for two (2) hours after scheduled closing
- Salting, Sanding and any time conditions warrant, the following are examples:
  - Freezing rain,
  - Black Ice;
  - Sleet,
  - Spring Melt off

Services shall include, but shall not be limited to, snow plowing, removal and disposal of snow; salting and sanding shall be accomplished as needed, or on request of the agency/location.

Contractor **shall continually monitor conditions** and apply resources as needed to return the pavement to bare and wet condition as soon as practical based upon the facility.

### **Snow Drifts/ Wind Rows**

Contractor shall continually monitor conditions and apply resources as needed to return the pavement to bare and wet condition as soon as practical based upon the facility. Contractor shall be called to return to site to plow snow drifts during, after and or between storms.

### **Work Staff**

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

### **Property Inspection fall marking/damage**

Contractor shall clearly identify areas such as, but not limited to, curbing, shrubs, manholes, fencing, guardrails, electrical junction boxes or any other areas that are susceptible to damage when concealed by snowfall prior to the first snowfall.

If damage is found while "staking" your properties; you need to notify the State's contract manager in writing (preferably w/pictures). The State of New Hampshire will reject any damage claims once snow has fallen.

### **Public / Private Sidewalks Roadways**

Under no circumstances shall Contractor push/plow snow onto walkways (Private or Public) or Roadways.

### **Concrete Walkways driveways**

Concrete Walkways driveways shall be treated with SALT FREE sand or Sand treated with Magnesium Chloride or other approved product(s) ONLY.

Snow plow blades shall be Rubber or Urethane or other approved product(s).

### **Walkway plowing**

Walkways may or may not be included (see **Facility** description). Where included snow plowing/removal shall keep all walkways safe and passable at all times. The clearing of walkway shall be done with equipment no larger than the width of the walkway (This means a plow truck with a 6' blade cannot be used to clean a 5'

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wide walkway). Special care must be exercised not to damage Commemorative Plaques, monuments, statues etc; hand shoveling shall be done starting within 3' feet of any aforementioned item. No snowplows or loaders are to be used in this area.

**Approved Snow Disposal sites.**

The State of New Hampshire does not provide or allow the removal of snow from one facility to be deposited at another state facility location. All removed snow shall be lawfully disposed of.

**Environmental impact**

A major concern in using chemicals for winter road maintenance is environmental impact. Studies show that soils, vegetation, water, highway facilities, and vehicles are all affected, so it is very important to use chemicals wisely. Most soil and vegetation damage occurs within 60 feet of the road and is greatest close to the pavement.

**Equipment**

All equipment used in the performance of services under this Contract shall be foreign substance FREE on all areas to be utilizing in the plowing of the Jobsite. A foreign substance is defined as any of the following:

- Motor vehicle fluids (oil, gas, diesel, grease etc)
- Plow fluids (fluids, grease etc)
- Tobacco no form of tobacco shall be in use in the vehicles while at the facility
- Vehicle refuse (Trash in vehicle that may escape onto the plowing area)

Vehicles and/or equipment that do not meet the above criteria shall be immediately taken out of service until the problem(s) are corrected, NO EXCEPTIONS.

**Amber Flashing lights/strobe lights**

All equipment used in the performance of services under the Contract shall have Amber Flashing lights/strobe lights. These shall be on and working at all times during operations (from startup to shutdown). Vehicles not meeting these criteria shall be taken out of service immediately, NO EXCEPTIONS.

**Metal Chains**

Equipment shall come fitted with rubber tires, no metal chains.

**Hazardous Waste Disposal**

In the event of a spill, Hazardous Materials must be disposed of promptly and properly. Contractor shall be required to provide copies of all disposal records and logs.

**Access to Highways/Streets**

In the event that plowing operation create snow banks that impair the vision of vehicles/pedestrians entering/exiting plowed areas, these banks shall be removed to ensure safe exit/entering to facilities within 24 hours of the storm's end or as specified by the facility (see Facility Section).

**Parking Spot Snow Storage.**

Use of parking spots to store snow shall not exceed five (5) percent of the available spots or as specified by the facility. **Handicap Parking** locations shall be kept completely free and clear of snow, ice etc commencing two (2) hours before and after facility's working hours.

**On Site Stored Equipment Storage**

Requires **written pre-authorization.**

Stored equipment shall use the following equipment to prevent leaking fluids.

- 1 SPILL YTER Sorbent Berm Pillow, 28 x 42 In, PK 5 (or equivalent)

Multiple spill berms shall be used as needed under ALL equipment, in other words, under the most vulnerable known areas (i.e. crankcase, drive seals, hydraulic housing, rear end etc), when parked.

Contractor Initials JA  
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### **Spill Kit Requirements (Minimum requirements)**

Each vehicle used performing services under this Contract shall have the following:

- 1 FAST PACK Grab Bag Spill Kit, 5 Gallon, Universal (or equivalent)  
Gallons absorbed per Pk'g 5,  
Includes(1) Heavy-Duty Water Resistant Duffel,  
(1) Quart Bag ENSORB(R) (10) Pads,  
(2) Medium Socks, (1) Pack Wipes,  
(1) Disposal Bag and Tie,  
(1) Pair Nitrile Gloves
  
- 1 STARDUST Vehicle Spill Kit, 2gallon (or equivalent)  
2 Gallons absorbed per Pk'g,  
Includes(1) Water Resistant Nylon Zippered Tote,  
(2) 3-lb. Stardust Dispensers,  
(1) Broom Head,  
(1) Telescoping Broom Handle,  
(1) Dustpan/Brush Combo,  
(10) Disposal Bags,  
(1) Goggles,  
(2) Nitrile Gloves

### **Keys/Cardkeys Policy**

The Contractor shall establish and implement methods of ensuring that all Card keys /keys issued to the Contractor by the State are not lost or misplaced and are not used by unauthorized persons. No card keys/keys issued to the Contractor by the State shall be duplicated. The Contractor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Contractor shall be required, upon direction of the Contracting Officer, to rekey or replace the affected lock or locks; however, the State, at its option, may replace the affected lock or locks or perform rekeying. When the replacement of locks or rekeying is performed by the State, the total cost of rekeying or the replacements of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system may be replaced by the State and the total cost deducted from the monthly payment due. It is the responsibility of the Contractor to prohibit the use of keys issued by the State by any persons other than the Work Staff. Replacement keys/Access Cards will be billed at a cost of \$10.00 per unit and shall be deducted from the monthly payment due the Contractor.

### **Criminal Records Check Requirements**

Certain Facilities require that prior to placing an individual in a State facility the Contractor shall provide a completed (processed) "**Criminal Records Release Form**"

(<http://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/documents/dssp256.pdf>) to the Facility Contact.

All Criminal Records Release Forms shall be no more than 6 months old (based upon the bid opening date).

The facility contact shall review the Criminal Records Form to verify that they meet facility requirements. **Only approved individuals are allowed on state property and in state facilities at all times. Depending on the facility enhanced background checks and/or specific requirement are noted on the "maintenance frequency schedule" for the facility.**

### **DAMAGE**

- a) The Contractor shall be responsible for any and all damage to buildings, doors, shrubs, lawns, seen and unseen obstacles, and shall be required to repair and/or replace any damaged item at their expense.
- b) The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- c) The Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Contractor Initials JK

Date 9-18-14

## Facilities

Revenue Building 64 South Street (was 61 South Spring Street)	<ul style="list-style-type: none"> <li>• All parking spots shall be useable no later than 7:00 AM Monday - Friday</li> <li>• Snow shall be removed &amp; all parking spots shall be useable within 24 hours of the storm's end.</li> <li>• Spring cleanup – In addition to repairing any damages Contractor shall sweep the parking lot removing all debris after all the snow is melted/gone.</li> <li>• Snow removal times             <ul style="list-style-type: none"> <li>○ 7:00PM and 9:00PM Monday through Friday</li> <li>○ 8:00AM to 5:00PM on Saturday and Sunday.</li> </ul> </li> </ul>
DOS, State Police Hanger/Troop G	<ul style="list-style-type: none"> <li>• Contractor shall maintain Entrance/Exit Snow banks to ensure safe entering/exiting from/to Airport Road</li> <li>• All parking spots shall be useable within 24 hours of the end of the storm (assuming vehicles can be moved)</li> <li>• Contractor shall treat facility with Salt or equivalent NO SAND.</li> <li>• Contractor to supply 20 - 50 lb bags (or equivalent) of Magnesium Chloride no later than November 1st each plow season.</li> <li>• Salt/sand barrels shall be placed at all building entrances/exits no later than November 1st of each plow season. The Contractor shall be responsible for filling them. These barrels shall be removed no later than May 15 each year.</li> <li>• Spring cleanup – In addition to repairing any damages Contractor shall sweep the parking lot removing all debris after all the snow is melted/gone.</li> </ul>
DOS, State Police Troop D	<ul style="list-style-type: none"> <li>• All parking spots shall be useable by 7AM</li> <li>• Business Hours – 24 x 7</li> <li>• Contractor shall provide snowplowing services as needed to assure that no more than 2 inches have accumulated in travel lanes.</li> <li>• Contractor will shovel, sand and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day.</li> <li>• Salt/sand barrels shall be placed at building entrances/exits each plow season; no later than November 1st and removed no later than May 15. The Contractor shall be responsible for filling them.</li> <li>• Snow must be removed within 2 business days of storm's end</li> <li>• Spring cleanup – In addition to repairing any damages Contractor shall sweep the parking lot removing all debris after all the snow is melted/gone.</li> </ul>
19 Pillsbury St (Old Labor Building)	<ul style="list-style-type: none"> <li>• All parking spots shall be useable no later than 7:00 AM Monday - Friday</li> <li>• Snow shall be removed &amp; all parking spots shall be useable within 24 hours of the storm's end.</li> <li>• Spring cleanup – In addition to repairing any damages Contractor shall sweep the parking lot removing all debris after all the snow is melted/gone.</li> </ul>

Contractor Initials

Date

  
 9-18-14

## EXHIBIT B

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

The Contract price is not to exceed \$48,000.00

### 1. Rate Schedule

Location	Cost Winter 14- 15	Cost Winter 15 - 16	Cost Winter 16 - 17	Total
Revenue Building	\$5,500	\$5,700	\$5,900	\$17,100
DOS, Troop G	\$2,600	\$2,700	\$2,800	\$8,100
DOS, Troop D	\$4,000	\$4,100	\$4,200	\$12,300
19 Pillsbury St (old labor Building)	\$3,500	\$3,500	\$3,500	\$10,500

### 2. PAYMENTS

All invoices must reference the Location and the month you are billing for.

The following are the payment terms:

Bills submitted before the date(s) below shall be REJECTED and you will have to re-invoice.

1. November 30 or later, payment shall be n30 days upon acceptance of the work.
2. December 31 or later, payment shall be n30 days upon acceptance of the work.
3. January 31 or later, payment shall be n30 days upon acceptance of the work.
4. February 28 or later, payment shall be n30 days upon acceptance of the work.
5. March 31 or later, payment shall be net 30 upon acceptance of the work.
6. April 30 or later and **END OF SEASON FACILITY SIGNOFF SHEET**<sup>1</sup> are required for payment. The State shall use the invoice date or the Facility Signoff sheet date – whichever is later; payment shall be net 30 based upon the later date.

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

<b>19 Pillsbury St. (Old Labor Building) &amp; Revenue Building 64 South St</b>	<b>State of NH, Admin Services General Services 25 Capitol St, Rm 408 Concord, NH 03301</b>
<b>Dept of Safety, State Police/ Troop G &amp; Troop D</b>	<b>Department of Safety Attn: Audit Section 33 Hazen Drive Concord NH 03305</b>

<sup>1</sup> All contractors shall have completed their spring cleanup prior to requesting a signoff for the end of season. Agencies will have supplied you with the form they desire, or such form(s) shall be provided by the Contract Officer. April payment depends upon submitting this completed form.

Contractor Initials   
Date 9-18-14

## EXHIBIT C

### SPECIAL PROVISIONS

#### 1. Special Provisions

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

Contractor Initials

Date

*JA*  
9-18-14

Appendix A

Facility signoff Sheet

**END OF SEASON SITE INSPECTION<sup>1</sup>**

Agency \_\_\_\_\_

Address: \_\_\_\_\_

Site Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Further clarification**

Damage YES NO Car stops/curbs reset/replaced and properly placed:  YES  NO

Lawn/shrubbery/landscaping damage caused by snow clearing equipment repaired:  YES  NO

Perimeter and/or dumpster fence damage repaired:  YES  NO

Noticeable irrigation system damaged by snow clearing equipment repaired/replaced:  YES  NO

Sand/salt/debris resulting from plowing removed from lawn area:  YES  NO

Other damage: (Please describe) \_\_\_\_\_

Simply put the State of New Hampshire expects the property to be in the same condition as it was when you started.

This form must be completed for each facility you plow in order to receive your **final** payment.

<sup>1</sup> Return this form to with April invoice

Contractor Initials MM  
Date 9-18-14

Appendix B



New Hampshire Department of Safety  
**DIVISION OF STATE POLICE**  
Central Repository for Criminal Records  
33 Hazen Drive, Concord, NH 03305

**CRIMINAL RECORD RELEASE AUTHORIZATION FORM**

**SECTION I**

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION **MUST BE COMPLETED**

NAME \_\_\_\_\_  
LAST (MAIDEN/ALIAS) FIRST MI

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

DATE OF BIRTH \_\_\_\_\_ HAIR COLOR \_\_\_\_\_ EYE COLOR \_\_\_\_\_ SEX \_\_\_\_\_

DRIVER LICENSE NUMBER \_\_\_\_\_ STATE \_\_\_\_\_

PURPOSE FOR RECORD:  Housing  Employment  Annuity Expungement  Other \_\_\_\_\_

My below signature certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

Signed under penalty of unsworn falsification pursuant to NH RSA 641:3

**SECTION II**

IF RECORD IS TO BE MAILED TO YOU, OR RECEIVED BY SOMEONE OTHER THAN YOURSELF.

**ALL OF SECTION II MUST BE COMPLETED**

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

NAME OF PERSON / FIRM TO RECEIVE RECORD \_\_\_\_\_

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

YOUR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NOTARY'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Affix Seal) (Comm. Exp.)

\_\_\_\_\_  
SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD DATE \_\_\_\_\_

**NOTE: A \$25.00 fee is required for each request- make checks payable to: State of NH – Criminal Records.**

Contractor Initials JA  
Date 09-18-14

Appendix C

1. Invoicing Schedule:

Invoices are to be submitted in 6 installments per winter season.

**Winter 14/15**

	Revenue	Troop G	Troop D	19 Pillsbury St.
November 30	\$916.66	\$433.33	\$666.66	\$583.33
December 31	\$916.66	\$433.33	\$666.66	\$583.33
January 31	\$916.66	\$433.33	\$666.66	\$583.33
February 28	\$916.66	\$433.33	\$666.66	\$583.33
March 31	\$916.66	\$433.33	\$666.66	\$583.33
April 30	\$916.70	\$433.35	\$666.70	\$583.35
<b><u>Total per Winter</u></b>	<b>\$5,500</b>	<b>\$2,600</b>	<b>\$4,000</b>	<b>\$3,500</b>

**Winter 15/16**

	Revenue	Troop G	Troop D	19 Pillsbury St.
November 30	\$950.00	\$450.00	\$683.33	\$583.33
December 31	\$950.00	\$450.00	\$683.33	\$583.33
January 31	\$950.00	\$450.00	\$683.33	\$583.33
February 28	\$950.00	\$450.00	\$683.33	\$583.33
March 31	\$950.00	\$450.00	\$683.33	\$583.33
April 30	\$950.00	\$450.00	\$683.35	\$583.35
<b><u>Total per Winter</u></b>	<b>\$5,700</b>	<b>\$2,700</b>	<b>\$4,100</b>	<b>\$3,500</b>

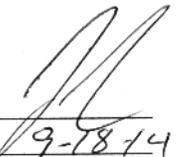
**Winter 16/17**

	Revenue	Troop G	Troop D	19 Pillsbury St.
November 30	\$983.33	\$466.66	\$700.00	\$583.33
December 31	\$983.33	\$466.66	\$700.00	\$583.33
January 31	\$983.33	\$466.66	\$700.00	\$583.33
February 28	\$983.33	\$466.66	\$700.00	\$583.33
March 31	\$983.33	\$466.66	\$700.00	\$583.33
April 30	\$983.35	\$466.70	\$700.00	\$583.35
<b><u>Total per Winter</u></b>	<b>\$5,900</b>	<b>\$2,800</b>	<b>\$4,200</b>	<b>\$3,500</b>

OCT 18 2014 PM 1:10

Contractor Initials

Date 9-18-14



### CERTIFICATE OF VOTE

From September 18, 2014, Jeffrey A. Raymond, Owner of Raymond's Landscaping, LLC is hereby authorized to execute, submit, deliver and amend, on behalf of Raymond's Landscaping, LLC any and all documents or contracts in accordance with Bid #1666-15 for Snowplowing Services.

Acknowledgement: State of New Hampshire, County of Merrimack on 9/18/2014, before the undersigned officer, personally appeared the person identified as [Signature] in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Owner".

Signature of Notary Public/Justice of Peace

[Signature: Donna L. Raymond]

(Seal)

**DONNA L. RAYMOND**  
Justice of the Peace - New Hampshire  
My Commission Expires February 8, 2017

Name & Title of Notary Public/Justice of Peace