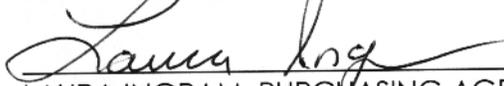


STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

NOTICE OF CONTRACT

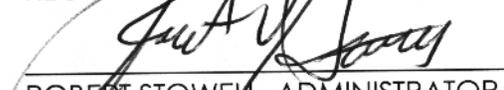
DATE: 10/10/14  
CONTRACT FOR: Snowplowing Services  
NIGP CODE: 968-7200  
CONTRACTOR: Agritec Landscape Services CONTRACTOR # 231044

SUBMITTED FOR ACCEPTANCE BY:

  
LAURA INGRAM, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 10/10/14

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

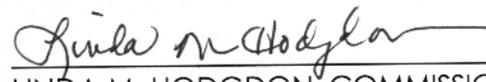
DATE 10/14/14

ENDORSED FOR ACCEPTANCE BY:

  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/15/14

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 10/16/14

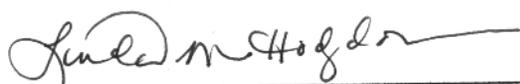
Subject: SNOWPLOWING SERVICES

**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 Agritec Landscape Services		1.4 Contractor Address 175 Pembroke Road Concord NH 03301	
1.5 Contractor Phone Number (603) 225-8445	1.6 Account Number	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$193,440.00
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 <i>mark laRosa</i>		1.12 Name and Title of Contractor Signatory Mark LaRosa - owner	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>10/4/14</i> , 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 <i>[Seal]</i> 		<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     Serena Sawyer                      Notary Public, State of New Hampshire                      My Commission Expires May 12, 2015                 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Serene Sawyer, VP, Banking Center Manager II</i>			
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: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account

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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 upon any further or other Event of Default on the part of the Contractor.

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK:**

**1. INTRODUCTION**

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with Agritec Landscape Services ("Contractor"), a New Hampshire company, to provide snow plowing and removal as described herein and in State of NH Bid number 1671-15. This contract is in response to bid number 1671-15 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
- g. Appendix C Site Map

**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: Mark LaRosa  
Title: Owner  
Address: 175 Pembroke Road  
Concord NH 03301  
Tel : 603-225-8445  
Email : [bulpug@comcast.net](mailto:bulpug@comcast.net)

**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)

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10/14/14

## **Work Specifications / General Guidelines**

### **Foreword**

The State of New Hampshire and the public want safe access roads, parking lots and sidewalks to state facilities. Due to the dynamic and diverse nature of winter weather and resultant conditions, Contractors awarded a contract will have to use a variety of methods and materials to help prevent snow and ice formation on contracted facilities. Outcomes of snow and ice control treatments will vary, dependent upon severity of winter weather events, topography, traffic levels etc.

### **Commencement of work**

The Contractor shall be responsible for responding to the Jobsite to prep Equipment and begin plowing/removal operations upon the accumulation of ½" of snow or more. The "State Maintenance Technician" or their assigned designee shall contact the Contractor when Snow removal of less than ½" is required as a result of impending weather conditions that may result in partial melting and freezing.

The Contractor shall ensure that the **FULL** Flight Tarmac area and Taxiway are kept 100% clear and bare surfaces at all times and shall not allow Snow drifts to develop. The use of any type of melting media or spreading of any type of traction media is restricted except by documented authorization of the AASF Facility Commander or His Assigned Designee.

### **Snow Drifts**

The Contractor is responsible for snow drifts cleanup. Contractor shall be called to return to site to plow snow drifts after and or between storms.

### **Hand Shoveling/Plowing Areas**

The following areas shall be hand shoveled

- Hanger Bay Doors as Doors are canvas
- Fuel truck storage building doors
- In between and behind bollard post
- All man doors on and immediate areas to tarmac from buildings.
- These areas to be scraped clear to prevent partial melting and slip / fall hazard from melting snow.
- Taxiway Lights (including loose snow on the light).
- Contractor may be called multiple times for clearing drift snow in front of both building doors due to snow blowing off roof.

### **Loose Snow**

Loose snow must be removed from the threshold markers, runway lights, and/or reflectors using caution not to damage or destroy the fixtures. Snow/Frost will be cleaned from the lights, signs and threshold panels daily, or more frequently, as necessary.

### **Concord Airport Manager**

The Contractor shall communicate with the Concord Airport Manager before operations and obtain permission to access the end of the taxiway for clearing of the Runway and Taxiway Entrance each storm (operation) prior to commencement. Contractor shall follow Airport Managers directional procedures with NO Exceptions; contact number(s) for said Airport Managers shall be provided.

### **Aircraft Movement/ Equipment Access from Taxiway to Runway**

Contractor shall always **STOP, look all directions and in the air** before access to runway to insure safety of both Aircraft and Contractor Employees.

Contractor may be required to facilitate clearing an aircraft ground movement and takeoff area in front of the hanger doors and/or the taxiway.

The Contractor shall keep a safe distance from any aircraft parked on tarmac. It shall also be required of the Contractor to stand down plowing operations temporarily in the event of active aircraft in operation (engine running), leaving or arriving. The Contractor will park snow removal equipment until flight operations are complete in pre-designated areas.

### **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 Vendor 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. OSHA 10 trained employees at a minimum are required for safety reasons.

### **Snow plowing**

Snow plowing is the plowing (pushing) of snow during and after a snowfall to make travel easier and safer. In some cases, it may be pushing the snow banks back allowing full access to the road/parking lot and walkways.

### **Snow removal**

Snow removal is the job of removing snow that was plowed previously. Snow removal can also be the physical loading and trucking snow to offsite.

Snow removal from tarmac is 100% no exceptions.

All snow is to be removed by contractor to areas shown on plot plan provided by the Adjutant General's Department. And by the direction of the Adjutant General's building maintenance supervisor or designee.

All snow and spillage snow chunks ice lose and frozen in place are to be removed 100%.

Packed snow from removal operations is to be scraped up to bare as possible cement.

### **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 Contractors awarded a contract 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).

### **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.

### **Damages**

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.

**Facilities**

The Army Aviation Support Facility (the "Facility" or "Jobsite") is a **24 x 7 x 365 Secure Facility** and requires that all Contractor's staff sign-in / sign-out and pass a criminal records check. The Facility is lit from dusk to dawn. All individual and vehicle movement is restricted to designated areas.

Term	Description
24 x 7 365	This facility is operational 24 hours a day, 7 days a week and 365 days a year
Aircraft Movement/ Equipment Access from Taxiway to Runway	Contractor shall always STOP, look all (front, back left right) directions and in the air before access to runway to insure safety of both Aircraft and Contractor Employees
Background Check	ALL Contractor staff shall provide a current (less than 2 years old) completed NH State Police (Form dssp256) Criminal Record Release Authorization Form and supply the results before entering the facility <b>NO EXCEPTIONS</b> . Click on the following to get a new form <a href="#">NHSP Form dssp256</a>
Carbon Blades/Wear Shoes	It is suggested to have carbon edge blades and wear shoes
EPLS	Excluded Party Listing System. All bidders shall meet the requirements of EPLS ( <a href="https://www.epls.gov/epls/jsp/searchHelp.jsp">https://www.epls.gov/epls/jsp/searchHelp.jsp</a> ).
Fuel area	New Hampshire Army National Guard responsibility
Garage/Hanger Bay Doors	Contractor shall hand shovel Doors are canvas
Lights (Facility)	Facility is lit at all times
Loaders with boxes	If they use loaders with bush boxes, definitely recommended have rubber squeegee blades with backer plates to keep the rubber from rolling under because of the cement being rough. Also to have carbon wear shoes on these.
NHSP Form dssp256	<a href="http://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/documents/dssp256.pdf">http://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/documents/dssp256.pdf</a>
Restroom	A designated Restroom area will be provided.
Secured Area	This site (area) is SECURED. Always Follow Security Procedures
Security Checkpoint	All vehicles and Contractor employees are subject to search when entering/leaving and while on the facility.
Sign in	All Contractors employees shall sign In and Out. <b>NO EXCEPTIONS</b>
Sign in list	Contractor shall supply a list of employees to work on site and keep the sign in list updated. There will be NO admittance to Contractor staff if they are not on the sign in list.
Smoking	NO SMOKING while on the facility
Snow Fence	Due to drifts Vendor should consider the use of snow fencing
Snow Plow Blade	Currently Steel/carbon blades are being used. Polyurethane is acceptable but the cement is very aggressive and will cause advanced wear unless carbon wear shoes are used. Plow trucks with blades is recommended to have carbon edge blades and wear shoes or they may be replacing them halfway through the season if we get a lot of snow.
Snow removal areas	Diagram shows all designated snow removal areas
Stop Look and Proceed	Access to the Runway must have 100% Safety Always includes the following: <ul style="list-style-type: none"> <li>• Look Right and Left</li> <li>• On the Runway for Aircraft Activity (Taking Off and Landing, Taxing)</li> <li>• In The Air for (Approaching, Landing and Takeoffs )</li> <li>• <b>Any Questions on this Always Ask!</b></li> </ul>
Tarmac and Taxiway Plowing	Contractor shall always <b>STOP, look both directions and in the air</b> before access to runway to insure safety of both Aircraft and Contractor Employees
Taxiway Lights	Contractor shall hand shovel around these.
Training Session	All Contractor staff who will work on site shall attend a mandatory safety training course. The National Guard will provide the training at no cost to the Contractor.
Vehicle	All road contaminates shall be removed before entering the gates
Vehicle maintenance	Vehicles shall not be leaking any type of fluids. If a problem occurs vehicle shall be IMMEDIATELY taken out of service.
Vehicle Storage	Vehicles may be stored on site in a designated area

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10/4/14

## 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 \$193,440.00

### 1. Rate Schedule

Location	Cost Winter 14- 15	Cost Winter 15 - 16	Cost Winter 16 - 17	Total
AASF FACILITY - CONCORD	\$63,980.00	\$64,480.00	\$64,980.00	\$193,440.00

### 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>AASF - Concord</b>	<b>The Adjutant General's Department Attn: State Business Office 4 Pembroke Road Concord NH 03301</b>
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<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.

*m.f.*  
10/4/14

EXHIBIT C

SPECIAL PROVISIONS

1. There are no other special provisions for this contract.

Contractor Initials *ML*  
Date *10/14/14*

Appendix A

Facility signoff Sheet

**END OF SEASON SITE INSPECTION<sup>4</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>4</sup> Return this form to with April invoice

*mf.*  
10/4/14

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  Annulment/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

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

*m.j.*  
*10/14/14*



Appendix D

1. Invoicing Schedule:

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

**Winter 14/15**

	AASF
November 30	\$10,663.33
December 31	\$10,663.33
January 31	\$10,663.33
February 28	\$10,663.33
March 31	\$10,663.33
April 30	\$10,663.35
<b><u>Total per Winter</u></b>	<b>\$63,980.00</b>

**Winter 15/16**

	AASF
November 30	\$10,746.66
December 31	\$10,746.66
January 31	\$10,746.66
February 28	\$10,746.66
March 31	\$10,746.66
April 30	\$10,746.70
<b><u>Total per Winter</u></b>	<b>\$64,480.00</b>

**Winter 16/17**

	AASF
November 30	\$10,830.00
December 31	\$10,830.00
January 31	\$10,830.00
February 28	\$10,830.00
March 31	\$10,830.00
April 30	\$10,830.00
<b><u>Total per Winter</u></b>	<b>\$64,980.00</b>

Contractor Initials ML  
Date 10/14/14