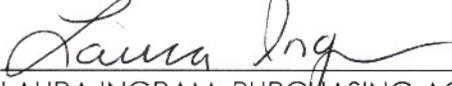


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 03/27/15
CONTRACT #: 8001701
CONTRACT FOR: Sand Sweeping & Removal
NIGP CODE: 968-7400, 968-7465
CONTRACTOR: AMOSKEAG MAINTENANCE SERVICES LLC **VENDOR CODE #:** 166154

SUBMITTED FOR ACCEPTANCE BY:



LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3/27/15

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE _____

ENDORSED FOR ACCEPTANCE BY:



LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE 3-27-15

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 3/27/15

NOTE: This contract is in result of NH Bid 1736-15 for Sand Sweeping & Removal services. The last two year contract had a total value of \$69,753.38. If approved, this contract will be in effect upon approval through 4/01/18. I have verified the Excluded Parties list.

Subject: Sand Sweeping & Removal 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 Amoskeag Maintenance Services, LLC.		1.4 Contractor Address PO Box 5094 Manchester NH 03108	
1.5 Contractor Phone Number 603-647-5310	1.6 Account Number	1.7 Completion Date 04/01/18	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature <i>Cynthia A. Godzyk</i>		1.12 Name and Title of Contractor Signatory <i>Cynthia A. Godzyk</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i> On <i>March 26, 15</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>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Brian K. Godzyk comm. expires 4/22/15</i>			
1.14 State Agency Signature <i>Joseph Bouchard</i>		1.15 Name and Title of State Agency Signatory <i>JOSEPH BOUCHARD Asst. Commissioner</i>	
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: _____			

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 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.

1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with Amoskeag Maintenance Services, LLC. ("Contractor"), a New Hampshire company, to provide Sweeping & Removal Services as described herein and in State of NH Bid number 1736-15. This contract is in response to bid number 1736-15 for statewide Sand Sweeping & Removal Services.

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

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 April 1, 2018.

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: Brian Godzyk
Title: Owner
Address: PO Box 5094
Manchester NH 03108
Tel: 603-647-5310
Email: bgodzyk@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: 603-271-2009
Email: laura.ingram@nh.gov

Exhibit A

SCOPE OF SERVICES:

The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Sand Sweeping & Removal Services, at the locations and other agencies/locations as needed for the entire State of New Hampshire in Attachment A.

Sand Sweeping & Removal Services shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Vendor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

Vendor may also make site visits to any locations they wish to bid on if applicable. The act of submitting a bid shall be considered in full acknowledgment that the vendor is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this bid.

The Vendor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

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

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

THE SUCCESSFUL CONTRACTOR/CONTRACTORS SHALL FURNISH THE FOLLOWING SERVICE:

- | |
|--|
| 1. CO-ORDINATE WITH FACILITY REPRESENTATIVE FOR SCHEDULING CLEANUP. (WHERE POSSIBLE ALL SWEEPING IS TO BE ACCOMPLISHED <u>AFTER</u> NORMAL BUSINESS HOURS.) |
| 2. The term "Sand Sweeping and Removal Services" as used shall include but not be limited to the following services: <ul style="list-style-type: none">• Provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work for the agencies listed in "Sand Sweep Facilities.pdf". |

- | |
|---|
| <p>3. Fugitive Dust. The following is deemed and declared to be a public nuisance and is not allowed:</p> <ul style="list-style-type: none"> Any airborne particulate matter generated from sweeping activities that is visible (cloud of dust), or adversely affects any person, their property, or their reasonable enjoyment of their property. |
| <p>4. Dispose of all materials (sand etc) collected during cleanup shall be done in a Green Manner and shall meet all applicable laws.</p> <ul style="list-style-type: none"> All Disposal shall be at the Contractors expense and shall not be on State Property. |
| <p>5. Sand Sweeping and Removal Services shall include machine sweeping and hand sweeping as required by facility (all hand sweeping shall be agreed to in writing before the work is performed). Sweeping includes corners.</p> |
| <p>6. All additional Cleaning work requires written pre-approval.</p> |

THE STATE (Facility / Agency) SHALL DO THE FOLLOWING:

- | |
|---|
| 1. MAKE EVERY EFFORT TO ENSURE THAT PARKING LOTS ARE EMPTY |
| 2. Clean traffic Islands prior to sweeping unless otherwise agreed upon. |
| 3. Walkways/Sidewalks shall be cleaned prior to sweeping, unless otherwise agreed upon. |

The following DRED sites shall be awarded to the Contractor providing the lowest cost when individual prices are totaled up.

C-Bay To K-Bay	Central Parking Area - Hampton
State Employee Lot	Hampton Beach North
Jenness Beach	No Dumas Ave.
North Hampton	North of Chamber to Marine Monument
Ocean Blvd	

Motorcycle Training Ranges (SCOPE OF WORK):

The facilities listed in offer section are to be:

- Swept clean
- Then Blown clean to remove all dust and fine debris. (Fugitive dust does not apply)
- Cleaned Late March/Early April according to a detailed schedule which shall be provided annually)
- All materials collected shall be removed and legally disposed of.

Hampton Beach State Park (SCOPE OF WORK):

Facility	City	Description (approximate size)
C-BAY TO K-BAY	Hampton	422 parking spots
Central Parking Area - Hampton	Hampton	288 parking spots
HAMPTON BEACH NORTH	Hampton	614 parking spots
Jenness Beach	RYE	72 spots
NO DUMAS AVE.	Hampton	7 spots
North Hampton	NO HAMPTON	105 parking spots
North of Chamber to Marine Monument	Hampton	71 parking spots
OCEAN BLVD	Hampton	88 spots
State Employee Lot	Hampton	13 spots

The following applies to the aforementioned "facilities".

GENERAL

- o **All cleaning shall be done between the hours of Midnight to 6 AM.**
- o **Clean debris free** sand may be deposited back on the beaches and spread by hand and or construction equipment.
- o Debris Removal: the Contractor shall remove all debris off site and properly dispose of it in accordance with all State and Federal regulations.

SITE SPECIFIC

- o Clean Debris and Sand off of the Stairwell, ADA Ramp(s) and Landing across from 18th Street and Ocean Blvd Route 1A North.
- o Sweep Jenness State Beach, in Rye, NH parking lot and sidewalks.
- o Sweep North Hampton State Beach in North Hampton, NH parking lot and sidewalks.
- o Sweep Out the State Owned Parking Spaces and Roadway at The State Park Toilet Building at the Intersection of Ocean Blvd. and High Street.
- o Sweep the entire Hampton Beach State Park, Parking areas and Sidewalks from Haverhill Street North to Great Boars Head. The sidewalk along Ocean Blvd. From Haverhill Street to Great Boars head is State Park Property and shall be swept under this contract.
- o Sweep the State Owned Parking Spaces along Ocean Blvd Route 1A North From Dumas Ave to High Street.
- o Sweep The State Owned parking spaces along Ocean Blvd Route 1A South from the intersection of 5th to across from Dumas Ave.

SAND SWEEPING AND REMOVAL SERVICES

Definitions

Spring	The Spring Clean-up removes sand materials and other debris that has accumulated during the winter months.
Additional cleaning	This is a per hour fee, requires written pre-approval. ALSO, TO INCLUDE ALL STATE AGENCIES NOT LISTED. Price quoted shall include all labor and machine fees.
Fugitive Dust	Fugitive Dust is defined as any airborne particulate matter generated from sweeping activities that is visible (cloud of dust), or adversely affects any person, their property, or their reasonable enjoyment of their property.
Collected materials disposal	Dispose of all materials (sand etc) collected during cleanup shall be done in a Green Manner and shall meet all applicable laws. In addition all Disposal shall be at the Contractors expense and shall not be on State Property.
GREEN manner	Green manner disposal is the proper disposal of collected materials <ul style="list-style-type: none"> • Trash (paper, cardboard, refuse etc) shall be disposed of at a transfer station or land fill • Dirt, soil, "rocks" that are clean (no oil gasoline, etc) can be deposited at a land fill or similar place. • Contaminated refuse shall be treated as a hazardous waste and disposed of according to the type of contamination
Debris free sand	Debris free sand shall not contain any of the following <ul style="list-style-type: none"> • Man made substances • "Trash" of any kind • "Metal" of any kind • Particulate greater than 3/8 inch (10mm) in diameter

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 \$200,000

Rate Schedule

County / Facility	City/Town	04/1/2015 - 03/31/2016		04/01/16 - 03/31/17		04/01/17 - 03/31/18	
		Spring	Additional Cleaning	Spring	Additional Cleaning	Spring	Additional Cleaning
Belknap County							
Department of Safety, Belmont Facility	Belmont	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00
Department of Safety, Glendale Facility	Gilford	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
Employment security	Laconia	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00
NH Veterans Home	Tilton	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00	\$ 2,250.00	\$ 90.00
NHCTC at Laconia	Laconia	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00
Cheshire County							
Troop C	Keene	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00
17 Bradco Street	Keene	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00
Coos County							
Employment security	Berlin	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
NHARNG Readiness Center Berlin	Berlin	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00
Troop F	Twin Mt	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00
White Mountain Regional High School	Whitefield	\$ 1,175.00	\$ 90.00	\$ 1,175.00	\$ 90.00	\$ 1,175.00	\$ 90.00
Hillsborough County							
Employment security	Nashua	\$ 455.00	\$ 90.00	\$ 455.00	\$ 90.00	\$ 455.00	\$ 90.00
NHARNG Readiness Center Hillsborough	Hillsborough	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
NHARNG Readiness Center Manchester	Manchester	\$ 1,100.00	\$ 90.00	\$ 1,100.00	\$ 90.00	\$ 1,100.00	\$ 90.00
NHARNG Readiness Center Milford	Milford	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00	\$ 650.00	\$ 90.00
NHARNG Readiness Center Nashua	Nashua	\$ 500.00	\$ 90.00	\$ 500.00	\$ 90.00	\$ 500.00	\$ 90.00
NHES Corner of Maple St. and Hanover St.	Manchester	\$ 855.00	\$ 90.00	\$ 855.00	\$ 90.00	\$ 855.00	\$ 90.00
DMV-EZ-Pass Nashua.xls	Nashua	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
MRT-EZ-Pass Nashua.xls	Nashua	\$ 700.00	\$ 90.00	\$ 700.00	\$ 90.00	\$ 700.00	\$ 90.00
Tri-Town Ice Arena	Hooksett	\$ 455.00	\$ 90.00	\$ 455.00	\$ 90.00	\$ 455.00	\$ 90.00
DMV Milford	Milford	\$ 525.00	\$ 90.00	\$ 525.00	\$ 90.00	\$ 525.00	\$ 90.00

Merrimack County							
Admin services	Concord	\$ 250.00	\$ 90.00	\$ 250.00	\$ 90.00	\$ 250.00	\$ 90.00
Justice department	Concord	\$ 450.00	\$ 90.00	\$ 450.00	\$ 90.00	\$ 450.00	\$ 90.00
Dept. of Safety Building	Concord	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00
D.M.V. Testing & Licensing	Concord	\$ 925.00	\$ 90.00	\$ 925.00	\$ 90.00	\$ 925.00	\$ 90.00
Troop D	Concord	\$ 395.00	\$ 90.00	\$ 395.00	\$ 90.00	\$ 395.00	\$ 90.00
Troop G	Concord	\$ 325.00	\$ 90.00	\$ 325.00	\$ 90.00	\$ 325.00	\$ 90.00
DOT Mechanical Services	Concord	\$ 845.00	\$ 90.00	\$ 845.00	\$ 90.00	\$ 845.00	\$ 90.00
DOT Traffic Bureau Office Smokey Bear	Concord	\$ 790.00	\$ 90.00	\$ 790.00	\$ 90.00	\$ 790.00	\$ 90.00
Emergency Operations Center	Concord	\$ 975.00	\$ 90.00	\$ 975.00	\$ 90.00	\$ 975.00	\$ 90.00
Fire Academy	Concord	\$ 1,395.00	\$ 90.00	\$ 1,395.00	\$ 90.00	\$ 1,395.00	\$ 90.00
Green St. Parking Lot	Concord	\$ 400.00	\$ 90.00	\$ 400.00	\$ 90.00	\$ 400.00	\$ 90.00
Hazen Drive	Concord	\$ 750.00	\$ 90.00	\$ 750.00	\$ 90.00	\$ 750.00	\$ 90.00
Health & Human Services	Concord	\$ 1,375.00	\$ 90.00	\$ 1,375.00	\$ 90.00	\$ 1,375.00	\$ 90.00
Johnson Hall	Concord	\$ 585.00	\$ 90.00	\$ 585.00	\$ 90.00	\$ 585.00	\$ 90.00
Legislative Office Building	Concord	\$ 490.00	\$ 90.00	\$ 490.00	\$ 90.00	\$ 490.00	\$ 90.00
Londergan Hall	Concord	\$ 645.00	\$ 90.00	\$ 645.00	\$ 90.00	\$ 645.00	\$ 90.00
M&S	Concord	\$ 945.00	\$ 90.00	\$ 945.00	\$ 90.00	\$ 945.00	\$ 90.00
Morton Building and Materials and Research	Concord	\$ 1,390.00	\$ 90.00	\$ 1,390.00	\$ 90.00	\$ 1,390.00	\$ 90.00
23 Hazen Drive, DMV	Concord	\$ 645.00	\$ 90.00	\$ 645.00	\$ 90.00	\$ 645.00	\$ 90.00
7 Hazen Drive, DOT	Concord	\$ 555.00	\$ 90.00	\$ 555.00	\$ 90.00	\$ 555.00	\$ 90.00
NHTI – Concord's Community College	Concord	\$ 2,050.00	\$ 90.00	\$ 2,050.00	\$ 90.00	\$ 2,050.00	\$ 90.00
NH Veterans	Concord	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00	\$ 775.00	\$ 90.00
Army Aviation Support Facility	Concord	\$ 1,475.00	\$ 90.00	\$ 1,475.00	\$ 90.00	\$ 1,475.00	\$ 90.00
NHARNG Readiness Center Franklin	Franklin	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00	\$ 595.00	\$ 90.00
State Military Reservation	Concord	\$ 2,095.00	\$ 90.00	\$ 2,095.00	\$ 90.00	\$ 2,095.00	\$ 90.00
NHES Administration building	Concord	\$ 545.00	\$ 90.00	\$ 545.00	\$ 90.00	\$ 545.00	\$ 90.00
Employment security	Concord	\$ 545.00	\$ 90.00	\$ 545.00	\$ 90.00	\$ 545.00	\$ 90.00
Old Labor Building	Concord	\$ 445.00	\$ 90.00	\$ 445.00	\$ 90.00	\$ 445.00	\$ 90.00
Old Revenue Building	Concord	\$ 575.00	\$ 90.00	\$ 575.00	\$ 90.00	\$ 575.00	\$ 90.00
Records and Archives	Concord	\$ 475.00	\$ 90.00	\$ 475.00	\$ 90.00	\$ 475.00	\$ 90.00
Smokey Bear Blvd	Concord	\$ 425.00	\$ 90.00	\$ 425.00	\$ 90.00	\$ 425.00	\$ 90.00
Spaulding Hall	Concord	\$ 615.00	\$ 90.00	\$ 615.00	\$ 90.00	\$ 615.00	\$ 90.00
State Library Parking Lot	Concord	\$ 335.00	\$ 90.00	\$ 335.00	\$ 90.00	\$ 335.00	\$ 90.00
Legislative Parking Garage	Concord	\$ 1,275.00	\$ 90.00	\$ 1,275.00	\$ 90.00	\$ 1,275.00	\$ 90.00

Supreme Court	Concord	\$ 640.00	\$ 90.00	\$ 640.00	\$ 90.00	\$ 640.00	\$ 90.00
Walker Building	Concord	\$ 1,790.00	\$ 90.00	\$ 1,790.00	\$ 90.00	\$ 1,790.00	\$ 90.00
Rockingham County							
Troop A	Epping	\$ 510.00	\$ 90.00	\$ 510.00	\$ 90.00	\$ 510.00	\$ 90.00
C-BAY TO K-BAY	Hampton	\$ 1,125.00	\$ 90.00	\$ 1,125.00	\$ 90.00	\$ 1,125.00	\$ 90.00
Central Parking Area - Hampton	Hampton	\$ 1,350.00	\$ 90.00	\$ 1,350.00	\$ 90.00	\$ 1,350.00	\$ 90.00
State Employee Lot	Hampton	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
HAMPTON BEACH NORTH	No Hampton	\$ 1,975.00	\$ 90.00	\$ 1,975.00	\$ 90.00	\$ 1,975.00	\$ 90.00
JENNESS BEACH	Rye	\$ 1,075.00	\$ 90.00	\$ 1,075.00	\$ 90.00	\$ 1,075.00	\$ 90.00
NO DUMAS AVE.	Hampton	\$ 300.00	\$ 90.00	\$ 300.00	\$ 90.00	\$ 300.00	\$ 90.00
NORTH HAMPTON	No Hampton	\$ 955.00	\$ 90.00	\$ 955.00	\$ 90.00	\$ 955.00	\$ 90.00
North of Chamber to Marine Monument	Hampton	\$ 1,285.00	\$ 90.00	\$ 1,285.00	\$ 90.00	\$ 1,285.00	\$ 90.00
OCEAN BLVD	Hampton	\$ 1,125.00	\$ 90.00	\$ 1,125.00	\$ 90.00	\$ 1,125.00	\$ 90.00
NHARNG Readiness Center Portsmouth	Portsmouth	\$ 905.00	\$ 90.00	\$ 905.00	\$ 90.00	\$ 905.00	\$ 90.00
Employment security	Portsmouth	\$ 600.00	\$ 90.00	\$ 600.00	\$ 90.00	\$ 600.00	\$ 90.00
Employment security	Salem	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00	\$ 90.00
Boston Express Bus Terminal	Londonderry	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00	\$ 625.00	\$ 90.00
Strafford County							
NHARNG Readiness Center Rochester	Rochester	\$ 815.00	\$ 90.00	\$ 815.00	\$ 90.00	\$ 815.00	\$ 90.00
NHARNG Readiness Center Somersworth	Somersworth	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00
Dover	Dover	\$ 825.00	\$ 90.00	\$ 825.00	\$ 90.00	\$ 825.00	\$ 90.00
Employment security	Somersworth	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00
NHARNG Regional Training Institute	Center Strafford	\$ 1,650.00	\$ 90.00	\$ 1,650.00	\$ 90.00	\$ 1,650.00	\$ 90.00
UNH West Edge Parking lot (CDL testing area)	Durham	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00	\$ 725.00	\$ 90.00
Sullivan County							
Employment security	Claremont	\$ 825.00	\$ 90.00	\$ 825.00	\$ 90.00	\$ 825.00	\$ 90.00

EXHIBIT C

SPECIAL PROVISIONS

1. Special Provisions

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".

Client#: 68354

AMSFA

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/27/2015

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 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 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: Donna Beaudoin PHONE (A/C, No, Ext): 603 225-6611 E-MAIL ADDRESS: dbeaudoin@davistowle.com	FAX (A/C, No): 603-225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED AMS Facilities LLC dba Amoskeag Maintenance Services 4 Robinson Road Bow, NH 03304	INSURER A: Acadia Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ADV518438110	11/19/2014	11/19/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA518842210	12/04/2014	11/19/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUA518690310	12/04/2014	11/19/2015	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Job: Statewide sand sweeping of parking lots and driveways.

CERTIFICATE HOLDER**CANCELLATION**

State of NH Admin Services Dept.
 Bureau of Purchase & Property
 Purchasing Agent,
 Laura Ingram or Successor
 25 Capital St, Room 102
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

J. Towle

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***** CORPORATE RESOLUTION *****

The members of Amoskeag Maintenance Services, LLC met on Thursday, March 26, 2015 at their offices at 4 Robinson Road in Bow, New Hampshire. It was duly decided that Cynthia A. Godzyk was given full authority to sign all documents and enter into a contract with the State of New Hampshire for Statewide Sand Sweeping Services. This authority was given as non-revocable.

Cynthia A. Godzyk, MM
Cynthia A. Godzyk, MM

3/26/15
date

Acknowledgement: State of New Hampshire, County of Merrimack. On March 26, 2015, before the undersigned officer, personally appeared the person identified above as Cynthia A. Godzyk and acknowledged that she executed this documented in the capacity as indicated.

[Signature]
Justice of the Peace

4/22/15
commission expires

New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date

Employer Name Contains Starts With

OR

Federal Employer Identification Number

Worker's Compensation Insurance Coverage Provider: ZURICH AMERICAN INS CO

Policy Number: WC486581009

Coverage/Injury/Illness Date: 03/27/15

[Return to Policy Results](#)

Employer Name	Street Address	City	State	Zip
<input type="text"/>		<input type="text"/>		<input type="text"/>
AMOSKEAG MAINTENANCE SERVICES LLC	PO BOX 5094	MANCHESTER	NH	03108-5094