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

**DATE:** 07/19/16

**CONTRACT #:** 8002064

**CONTRACT FOR:** Snow Plowing Services

**NIGP CODE:** 968-7200

**CONTRACTOR:** Turf Titan **VENDOR CODE #:** 218404

**SUBMITTED FOR ACCEPTANCE BY:**

Laura Ingram
LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 7/19/16

**********

**ENDORSED FOR ACCEPTANCE BY:**

Lisa M Pollard
LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 7-22-16

**********

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

Joseph Boucher
VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES
DATE 7/26/16

**********

NOTE: This contract is in result of NH Bid 1865-16 for Snow Plowing Services. If approved, this contract will be in effect upon approval through 6/30/19. The Agency has approved the contract amount. I have verified the Excluded Parties list.

Subject: **Snow Plowing Services**

Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>State of New Hampshire<br>Administrative Services | | 1.2 State Agency Address<br>State House Annex, Room 102<br>25 Capitol Street<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Turf Titan, LLC | | 1.4 Contractor Address<br>22 Mulberry St.<br>Concord, NH 03301 | |
| 1.5 Contractor Phone Number<br>603-856-6213 | 1.6 Account Number | 1.7 Completion Date<br>06/30/2019 | 1.8 Price Limitation<br>$103,680 |
| 1.9 Contracting Officer for State Agency<br>Laura Ingram, Purchasing Agent | | 1.10 State Agency Telephone Number<br>603-271-2009 | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory<br>Everett R. Chaput III | |

1.13 Acknowledgement: State of NH, County of Merrimack

On 7/11/16, 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] Donna F. Baron

1.13.2 Name and Title of Notary or Justice of the Peace

**DONNA F. BARON, Notary Public**
**My Commission Expires December 3, 2019**

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 7/26/16 | 1.15 Name and Title of State Agency Signatory<br>~~Vicki V. Quiram, Commissioner~~<br>Joseph Bachard, Asst. Comm. |

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) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.



Contractor Initials GRC
Date 7/11/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.



Contractor Initials EBC
Date 7/11/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**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 EBC
Date 7/11/16

**EXHIBIT A**

**PURPOSE**
Turf Titan, LLC, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Snow Plowing Services in accordance with the bid submission in response to State Bid # 1865-16 and described herein.

**TERM**
This contract shall commence on the date approved by the Commissioner of Administrative Services, and terminates on June 30, 2019.

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

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

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**
The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

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

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

**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.

**Bare pavement policy**
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. The Contractor shall maintain a bare pavement policy; all areas shall be treated regardless of the amount of snow accumulation.

**Facility Conference**
Contractors awarded a contract shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

**Access to Highways/Streets**
In the event that plowing operation (contractor or city/town/state) 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 48 hours of storms end.



Contractor Initials ERC
Date 7/11/16

**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 Contractors awarded a contract push/plow snow onto walkways (Private or Public) or Roadways.

**Snow Drifts/ Wind Rows**
The Contractor is responsible for snow drift / Wind Row cleanup. Contractor shall be called to return to site to plow snow drifts during, after and or between storms.

**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. 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' wide walkway). Special care must be exercised not to damage Commemorative Plaques, monuments, statutes 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.

**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 (scope of work section). Anything beyond that will need to be removed at Contractor's expense. **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.

**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, bollard posts, taxiway lights, seen and unseen obstacles, and shall be required to repair and/or replace any damaged item at their expense. Contractor shall be required to fill out an Abbreviated Ground Accident Report that shall be supplied.

**End of season signoffs**
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 EJC
Date 7/11/16

**Public / Private Sidewalks**
Under no circumstances shall Contractors awarded a contract push/plow snow onto walkways (Private or Public)

**Bid Multiple locations**
Vendor may bid on one or more locations as listed within the offer section

**Equipment**
All equipment used in the performance of services under the Contract(s) resulting from this request for bid 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(s) resulting from this request for bid 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, any captured Hazardous Materials must be disposed of promptly and properly. This disposal shall take place within 2 working days of the incident. Contractor will be required to provide copies of all disposal records and logs.

**On Site Stored Equipment Storage**
Requires **written pre-authorization.**
Stored equipment shall use the following equipment to prevent leaking fluids.
- 1 SPILFYTER 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.

**Spill Kit Requirements (Minimum requirements)**
Each vehicle used performing services under the Contract(s) resulting from this request for bid 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,



Contractor Initials GPC
Date 7/11/16

(1) Goggles,
(2) Nitrile Gloves

**Commencement of Operations:**

Contractors awarded a contract shall be ***on site*** providing service as follows:

- Plowing/removal operations upon the accumulation of 2" of snow or more.
- Salting Sanding and any time conditions warrant, the following are examples:
  - Freezing rain,
  - Black Ice;
  - Sleet,
  - Spring Melt off
  - Snow drifts cleanup

Contractors awarded a contract **shall continually monitor conditions** and apply resources as needed to return the pavement to bare and wet condition as soon as practical.

**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.

| | |
|---|---|
| Liquor Commission - Main Office, Warehouse | • Contractor shall commence operations so that 1 hour before opening the facility has been completely serviced (8:00am – 4:30pm)<br>• Contractor shall supply snowplowing services as needed to ensure that NO more than 2 inches have accumulated in travel lanes.<br>• Contractor will shovel, sand and/or salt/Magnesium Chloride 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 during Business hours.<br>• Contractor Shall provide 20 - 25 pound bags of Magnesium Chloride or EQUIVALENT NO LATER NOVEMBER 1ST EACH PLOW SEASON<br>• Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, Generators, propane tanks, HVAC units, parking areas, entrance ways, exits and loading areas.<br>• To eliminate ice buildup, the Contractor shall salt, sand and scrape all surfaces after every ice/snow storm<br>• 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. |
| State House | • Contractor shall clear<br>o North State side of the State House including the sidewalk area to statue<br>o North Main Street Plaza<br>o Park Street sidewalk from Statehouse Plaza North State Street (do not plow into the parking spots)<br>o State House Plaza (Snow removal around the Daniel Webster statue shall be done by hand shoveling or snow blower. No snowplows or loaders are to be used in this area)<br>• State is responsible for the stairs and Park Street side entrance<br>• No Salt shall be used<br>• No tire chains<br>• Rubber or urethane plow blades only (No Steel blades)<br>• Contractor shall shovel, sand and/or Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards as needed to ensure that no more than a maximum of 2 inches have accumulated. |



Contractor Initials EJC
Date 7/11/16

**EXHIBIT B**

## CONTRACT PRICE

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of $103,680; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2019.

1. Rate Schedule

| Location | Cost Winter 16- 17 | Cost Winter 17 - 18 | Cost Winter 18 - 19 | Total |
|---|---|---|---|---|
| Liquor Commission Warehouse | $9,360 | $9,360 | $9,360 | $28,080 |
| State House | $25,200 | $25,200 | $25,200 | $75,600 |

## 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**[1] 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.

[1] 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 GRC
Date 7/11/16

**EXHIBIT C**

**SPECIAL PROVISIONS**

No special Provisions



Contractor Initials EAC
Date 7/11/16

TURFTIT-01 LBRADSTREET

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2016

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 | CONTACT NAME: | |
|---|---|---|
| Davis & Towle Morrill & Everett, Inc.<br>115 Airport Road<br>Concord, NH 03301 | PHONE (A/C, No, Ext): (603) 225-6611 | FAX (A/C, No): (603) 225-7935 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Acadia Insurance Company | 31325 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Turf Titan LLC
22 Mulberry Street
Concord, NH 03301

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | CPA5073781-13 | 11/16/2015 | 11/16/2016 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 500,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS X SCHEDULED AUTOS | | | CAA5073973-14 | 11/16/2015 | 11/16/2016 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | CUA5073784-13 | 11/16/2015 | 11/16/2016 | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y | N / A | | WCA5073787-14 | 11/16/2015 | 11/16/2016 | E.L. EACH ACCIDENT | $ 100,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 100,000 |

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

** Workers Comp Information **Proprietors/Partners/Executive Officers/Members Excluded: Everett Chaput

** Workers Comp Information ** Proprietors/Partners/Executive Officers/Members Excluded: Everett Chaput

**CERTIFICATE HOLDER**

State of New Hampshire/Admin Services
25 Capitol St.
Room 102
Concord, NH

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**Land Maintenance** 22 Mulberry Street, Concord, NH 03301 (603) 856-6213

**Authorization**

July 11, 2016

Everett R. Chaput III is the owner/sole proprietor of Turf Titan, LLC with a principal place of business in Concord, NH. As the owner/sole proprietor I am authorized to execute contracts.

Everett R. Chaput III

Subscribed and sworn to before me this ~~October 28, 2013.~~ July 11, 2016 ERC

Donna F. Baron
Notary Public
DONNA F. BARON, Notary Public
My Commission Expires December 3, 201