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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Turnpikes
May 9, 2018

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Boraczek Septic and Drain, Inc., Hampstead, NH (Vendor # 169665) on the basis of a low bid in the amount of \$34,450.00 for septic pumping and cleaning, and sewer and floor drainage line jetting and routing services at facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council Approval through June 30, 2020. 100% Turnpike Funds.

Funding is available for FY 2019 and is contingent upon the availability and continued appropriation of funds in FY 2020 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>
04-96-96-961017-7027 Central Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$6,800.00	\$8,400.00
04-96-96-961017-7032 Blue Star Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$5,500.00	\$4,500.00
04-96-96-961017-7037 Spaulding Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$5,700.00	\$3,550.00

EXPLANATION

The Department's Bureau of Turnpikes has identified septic systems that periodically need to be pumped, and sewer and floor drainage lines that periodically require repairs, routing and jetting. Eighteen (18) locations were identified in the vendor contract. These locations include six (6) maintenance sheds, nine (9) toll facilities, the Seabrook Welcome/Tourist Information Center, the

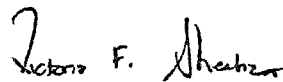
Nashua E-ZPass Walk-in Center, and other locations as needed. Ten of these facilities are occupied 24 hours a day for collection of tolls and to provide visitor services at the Seabrook Welcome/Tourist Information Center. This contract will also allow for emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids in the Manchester Union Leader on February 28, March 1, and March 2, 2018 and on the Bureau of Turnpikes' and Purchase & Property websites from February 28 through March 22, 2018. Invitations to bid were also sent to four bidders who had previously submitted bids. Four sealed bids were received and publicly opened on March 22, 2018 (bid results attached). Boraczek Septic and Drain, Inc. was the low bidder to provide the septic services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, and will end on June 30, 2020. The contract is for a total of \$34,450.00.

This contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

**SEPTIC PUMPING AND CLEANING, SEWER OR FLOOR DRAINAGE LINE SERVICES CONTRACT
 BID RESULTS
 March 22, 2018**

	Boraczek Septic and Drain, Inc.	Rowell's Sewer and Drain	Kent Clean Septic Service, LLC	Felix Septic Service, Inc
Emergency Repair Service – Septic Repair, Sewer or Floor Drainage Line Service				
Hourly Rate	\$350.00	\$390.00	\$400.00	\$550.00
Contract Estimate based on 40 hours	\$14,000.00	\$15,600.00	\$16,000.00	\$22,000.00
Supply Repair Parts				
Percent Markup	20%	20%	20%	20%
Contract Estimate based on \$1,000 dealer costs	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Septic Content Pumping & Disposing				
Per Gallon Rate < 1500 gallon tank	\$.30	\$.34	\$.35	\$.38
Contract Estimate based on 10,000 gallons	\$3,000.00	\$3,400.00	\$3,500.00	\$3,800.00
Per Gallon Rate > 1500 and < 3000 gallon tank	\$.25	\$.27	\$.28	\$.30
Contract Estimate based on 5,000 gallons	\$1,250.00	\$1,350.00	\$1,400.00	\$1,500.00
Per Gallon Rate > 3000 gallon tank	\$.25	\$.27	\$.28	\$.28
Contract Estimate based on 60,000 gallons	\$15,000.00	\$16,200.00	\$16,800.00	\$16,800.00
Total Cost of Contract	\$34,450.00	\$37,750.00	\$38,900.00	\$45,300.00

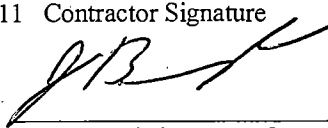
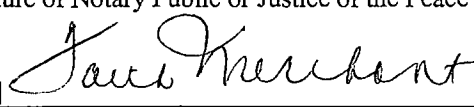
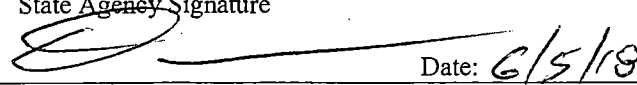
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name Boraczek Septic and Drain Inc.		1.4 Contractor Address 4 Hazel Drive Hampstead NH 03841	
1.5 Contractor Phone Number 978-479-5236	1.6 Account Number See Exhibit B, Paragraph 8	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$34,450.00
1.9 Contracting Officer for State Agency David P. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James T. Boraczek / President	
1.3 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>5-14-2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		FAITH MERCHANT Notary Public - New Hampshire My Commission Expires April 20, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace FAITH MERCHANT STORE MANAGER			
1.14 State Agency Signature  Date: <u>6/5/18</u>		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
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: <u>Amin B. Greenstein</u> On: <u>6/6/18</u>			
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.

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.

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 \$1,000,000 per 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.

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.

EXHIBIT A - SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials and equipment to jet, mechanically router and clean any septic, sewer, or floor drainage line and pump and dispose of septic tank contents at each of the eighteen (18) maintenance, welcome center, and toll facilities during normal business hours. Should specific methods for cleaning specific drain pipes fall outside of the contractor's expertise, subcontractors may be used with a pass through labor cost and standard percentage mark-up on materials as specified in the compensation section as stated below. See the attached location list (Exhibit D).
2. Perform emergency repairs to the septic, sewer, or floor drainage line at each of the eighteen (18) maintenance, welcome center, and toll facilities, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR shall respond to the DEPARTMENT by telephone to all service calls within one (1) hour of report of occurrence and the CONTRACTOR will respond to the affected site within twenty-four (24) hours and complete the repairs within forty-eight (48) hours of notification.
3. The CONTRACTOR shall coordinate with the Bureau of Turnpikes Maintenance Mechanic Foreman for jetting, mechanically routing and cleaning any septic, sewer, or floor drainage line as well as pumping and disposing of septic tank contents at each of the eighteen (18) maintenance, welcome center, and toll facilities during normal business hours, 8:00 am to 4:00 pm, Monday thru Friday, unless otherwise directed by the DEPARTMENT.
4. The CONTRACTOR shall make recommendations pertaining to the septic, sewer, or floor drainage line design that affects the ability of the building to meet the stated goals and objectives of all governing codes and standards and the authority having jurisdiction.
5. The CONTRACTOR shall make service available twenty-four (24) hours per day seven (7) days per week, including holidays. Normal system maintenance shall occur on Monday through Friday between 7:00 AM and 4:00 PM.
6. The CONTRACTOR shall, in performing the maintenance services as described herein, utilize technicians skilled in the service of the described systems. The CONTRACTOR shall have a sufficient number of trained technicians so that all service calls are answered promptly. Upon notification of a deficiency, the CONTRACTOR shall respond to the DEPARTMENT by telephone to all service calls within one (1) hour of report of occurrence and the CONTRACTOR will respond to the affected site within twenty-four (24) hours and complete the repairs within forty-eight (48) hours of notification.

7. All work specified in Nos. 1 through 4 shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:

- a. Date work was done.
- b. Brief description of work done.
- c. Hourly rate charged and materials.
- d. Location of work.

8. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.

9. Itemized invoices shall be submitted in triplicate form after the delivery of job/services. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

10. Invoices shall be sent to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, N.H. 03302-2950
Or
DOT-NHTurnpikesAP@dot.nh.gov

11. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to Bureau of Turnpikes' Building and Maintenance Engineer. Examples of valid reasons are:

- a. Part unavailable with explanation why.
- b. Repair is ongoing and requires additional time to complete.

Written notification must include all pertinent information regarding the delayed repair which includes:

- c. Specified time period until repair can be completed.
- d. Devices affected and how it affects system.
- e. Reasons for delay of repair.
- f. And any other information to justify the request for non-compliance of the 48-hour provision.

12. The CONTRACTOR shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the CONTRACTOR's cost throughout the duration of the contract. The CONTRACTOR shall provide only replacement parts that are new and have the same quality and brand name that is being replaced. Substitutions will be permitted only with prior authorization of the Bureau of Turnpikes.
13. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.
14. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
15. The CONTRACTOR shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the DEPARTMENT's supervising employee signature thereon.
16. The DEPARTMENT shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the CONTRACTOR of any malfunction in the system(s), which comes to the DEPARTMENT's attention.

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit F) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

C. WARRANTIES

1. The Contractor shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

D: OTHER

1. This service agreement is subject to Governor and Council approval. Services shall not begin until the agreement is approved by Governor and Council, but no earlier than July 1, 2018, and shall end on June 30, 2020.

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide priority response for septic repair, sewer, or floor drainage line service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period of: Three Hundred Fifty Dollars and No Cents per hour (\$350.00 per hour).
2. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list. Fixed Percentage: Twenty Percent (20%).
3. The CONTRACTOR agrees to provide priority response for pumping and disposing of septic tank contents, inclusive of labor, overhead and travel costs at a fixed rate per gallon regardless of time of day or holiday period of: Thirty Cents per gallon (\$.30 per gallon) for tanks less than 1,500 gallons of capacity.
4. The CONTRACTOR agrees to provide priority response for pumping and disposing of septic tank contents, inclusive of labor, overhead and travel costs at a fixed rate per gallon regardless of time of day or holiday period of: Twenty-Five Cents per gallon (\$.25 per gallon) for tanks from 1,500 gallons to 3,000 gallons of capacity.
5. The CONTRACTOR agrees to provide priority response for pumping and disposing of septic tank contents, inclusive of labor, overhead and travel costs at a fixed rate per gallon regardless of time of day or holiday period of: Twenty-Five Cents per gallon (\$.25 per gallon) for tanks over 3,000 gallons of capacity.
6. The total contract price shall not exceed Thirty-Four Thousand Four Hundred Fifty Dollars and no cents (\$34,450.00).
7. Payments shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
8. The Department shall make payments out of any of the following account numbers:

04-096-096-961017-7022-048-500226 Turnpike Administration Contractual Maintenance
04-096-096-961017-7026-048-500226 Central Operations Contractual Maintenance
04-096-096-961017-7027-048-500226 Central Maintenance Contractual Maintenance
04-096-096-961017-7031-048-500226 Blue Star Operations Contractual Maintenance
04-096-096-961017-7032-048-500226 Blue Star Maintenance Contractual Maintenance
04-096-096-961017-7036-048-500226 Spaulding Operations Contractual Maintenance
04-096-096-961017-7037-048-500226 Spaulding Maintenance Contractual Maintenance

Initials: JB

Date: 5-14-18

EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions required the DEPARTMENT.

Initials: JB

Date: 5-14-18

EXHIBIT D
BUREAU OF TURNPIKES
EIGHTEEN (18) FACILITIES

LOCATION # 1

Rochester Toll Plaza
Spaulding Turnpike
Rochester, NH

LOCATION # 7

Rochester Maintenance Shed
45 Rte. 16 Connector Rd
Rochester, NH

LOCATION # 13

Bedford Toll Plaza
F.E. Everett (FEE) Turnpike
Bedford, NH

LOCATION # 2

Dover Toll Plaza
Spaulding Turnpike
Dover, NH

LOCATION # 8

Dover Maintenance Facility
Exit 9 – Spaulding Turnpike
Dover, NH

LOCATION # 14

FEE Exit 11 Ramp Toll Plaza
Central Turnpike
Merrimack, NH

LOCATION # 3

Hampton Side Toll
I-95 Exit 2
Hampton, NH

LOCATION # 9

Hampton Maint. Facility
I-95
Hampton, NH

LOCATION # 15

FEE Exit 10, Merrimack
Industrial Toll Plaza
Central Turnpike

LOCATION # 4

Hampton Toll Plaza
I-95
Hampton, NH

LOCATION # 10

Seabrook Welcome Center
I-95
Hampton, NH

LOCATION # 16

Nashua Maintenance Bldg.
Rte 111-A, Exit 5
Nashua, NH

LOCATION # 5

Hooksett Toll Main
I-93
Hooksett, NH

LOCATION # 11

Hooksett Ramp Toll
I-93 Exit 11
Hooksett, NH

LOCATION # 17

Nashua EZ-Pass DMV Center
FEE Exit 6
Nashua, NH

LOCATION # 6

Hooksett Maintenance
and Administration Bldgs.
Including EZPass Trailer
I-93 Exit 11
Hackett Hill Rd
Hooksett, NH

LOCATION # 12

Merrimack Maintenance Bldg.
Route 3
Central Turnpike, N.B.
Merrimack, NH

LOCATION # 18

Other Turnpike Locations as
needed

DELETING LOCATIONS

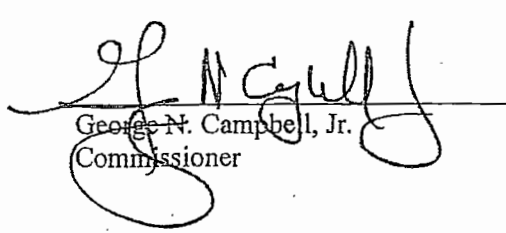
Locations may be deleted within thirty (30) days by notifying the contractor in writing.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
POLICY 501.01**Title: Environmental Policy****Statement:**

The New Hampshire Department of Transportation is the State's largest public works agency. Our activities affect the environment through land use, natural resource consumption, and transportation corridor redevelopment and maintenance activities. The Department will seek to minimize environmental impacts whenever practicable when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state. We will do this by operating in compliance with all applicable laws and regulations, by utilizing best management practices in all of our activities in an effort to prevent pollution, and by promoting environmental stewardship in our programs. We are committed to continuously improving our environmental performance through regular activity reviews, and by bringing forward improvements that merit implementation for reducing or eliminating negative environmental impacts.

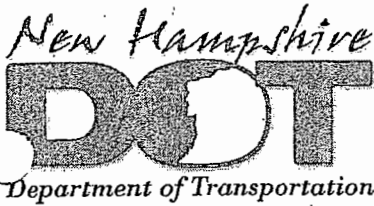
Comments : To support the performance of our undertakings in an environmentally responsible manner, the Department will:

- Develop, implement and maintain an Environmental Management System (EMS) that encompasses Department program functions and complies with the requirements of the International Standard Organization's ISO 14001: 2004 standard for environmental management systems;
- Utilize the EMS, with support and guidance from the Office of Stewardship & Compliance, to set objectives and targets for process improvements that can be measured and regularly monitored, and contribute to pollution prevention and protection of the state's natural resources;
- Minimize Department-generated waste by reducing, reusing, or recycling materials, and using environmentally friendly materials and products whenever practicable;
- Communicate our commitment to this policy to our employees, consultants, contractors, and other interested parties;
- Provide employees with training appropriate to their functions concerning the Department's environmental responsibilities, through the new-employee orientation process and periodic refresher training;
- Utilize an appropriate proactive public stakeholder involvement process to address environmental concerns and facilitate problem solving in a collaborative manner; and
- Make this environmental policy available to the public and all interested parties.



George N. Campbell, Jr.
Commissioner

Initials: JBDate: 5-14-18



Contractor Safety & Environmental Checklist

Contractor Company Name: Boraczek Septic and Drain, Inc
 Date Reviewed: 5/14/18
 Project Description: Bureau of Turnpikes Septic Services (RFBTPK 2018-03)
 Contractor Name: James T. Boraczek

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted behind fence or < 50 ft from Main Building.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equip.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply will all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply will all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Chemicals	Copies of MSDS must be available on site.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three point stance
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy 501.01.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Initials: SB

Date: 5-14-18

State of New Hampshire

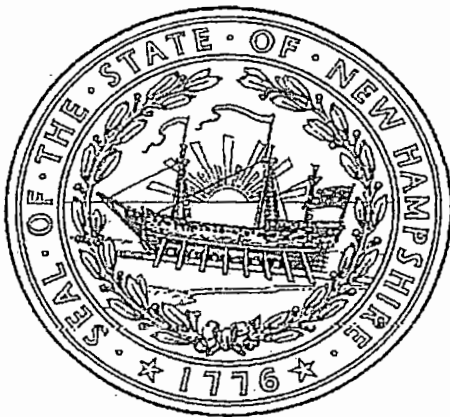
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BORACZEK SEPTIC AND DRAIN, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 10, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 473775

Certificate Number: 0004078777



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

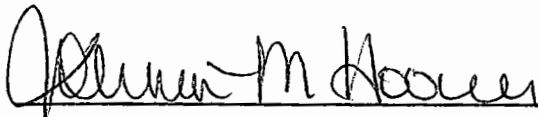
Boraczek Septic and Drain, Inc.

4 Hazel Drive
Hampstead, NH 03841
(603)329-6005
boraczeksseptic@gmail.com

CERTIFICATE OF AUTHORITY

James T. Boraczek is President of Boraczek Septic and Drain, Inc. James T. Boraczek has full authority to sign for Boraczek Septic and Drain, Inc. in any capacity.


I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that James T. Boraczek has full authority to bind Boraczek Septic and Drain, Inc. and that no corporate resolution, shareholder vote or other document or action is necessary to grant such authority.



Johnna M. Hoover/Secretary

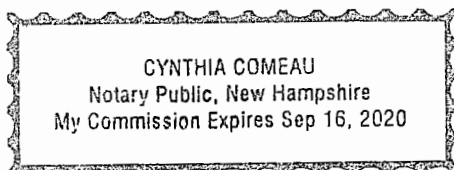
5/15/18
Date

On this 15th day of May, 2018, before me, Johnna M Hoover, personally appeared who acknowledged herself to be the Secretary of Boraczek Septic and Drain, Inc..



Notary Public/Justice of the Peace

My Commission Expires Sept. 16, 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2018

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 Bean Insurance Agency LLC 151 Winnacunnet Road P.O. Box 660 Hampton NH 03843-0660	CONTACT NAME: Robert Bean PHONE (A/C, No, Ext): (603) 926-3830 E-MAIL ADDRESS: bob@beaninsurance.com	FAX (A/C, No): (603) 926-0283													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: The Ohio Casualty Ins Co</td> <td>24074</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Ins Co	24082	INSURER B: West American Ins Co	44393	INSURER C: The Ohio Casualty Ins Co	24074	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED Boraczek's Septic & Drain Inc 4 Hazel Drive Hampstead NH 03841															

COVERAGES

CERTIFICATE NUMBER: 2018

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS 57554662	10/16/2017	10/16/2018	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAW57554662	10/16/2017	10/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57554662	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	XWS 57554662	3/21/2018	3/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC Excluded Officer - James Boraczek

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Transportation 7 Hazen Drive 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 Bob Bean
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