

CONTRACT FOR SNOW PLOWING AND SALTING SERVICES

Pease International Tradeport
Portsmouth, New Hampshire

Oct 22, 2020

OWNER:

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
(603) 436-8500

CONTRACTOR:

James Jones
d/b/a Jones Snow Plowing Services
207 Atlantic Ave.
North Hampton, NH 03862
(603) 765-8481

TABLE OF CONTENTS

(CONTRACT DOCUMENTS)

	<u>Page</u>
NOTICE OF AWARD.....	1
AGREEMENT	2
GENERAL CONDITIONS.....	5
SUPPLEMENTAL GENERAL CONDITIONS	9
INSTRUCTIONS TO BIDDERS and SCOPE OF WORK FOR SNOW PLOWING SERVICES	15
CONTRACTOR'S BID FORM & STATEMENT OF QUALIFICATIONS	19
MAPS AND SKETCH.....	27
INSURANCE CERTIFICATES.....	30

NOTICE OF AWARD

To: James Jones
d/b/a Jones Snow Plowing Services
207 Atlantic Avenue
North Hampton, NN 03862

Date: October 22, 2020

Project: Snow Plowing Services - Pease International Tradeport

The Pease Development Authority (Owner) has considered the bid submitted by you for the above-described work. You are hereby notified that you have been awarded the Contract in accordance with the Bid Form submitted in response to the Owner's Advertisement for Bids. The Contractor shall provide proof of Certification from the New Hampshire Green Snow Pro Certification program no later than November 1, 2020, and shall keep such Certification current during the term of this Agreement providing proof of Certification upon request.

You are hereby notified to furnish a Certificate(s) of Insurance before commencing services hereunder. The Certificate(s) of Insurance must comply in all respects with the insurance provisions of the Contract.

Your Contract with Owner is enclosed. Please execute both copies of the Contract and return them to Owner for signature. You should also return an acknowledged copy of this Notice of Award to Owner with the Contracts and Certificate(s) of Insurance.

If you fail to execute the Contract and to furnish the Certificate(s) of Insurance in a timely manner, Owner will be entitled to consider all your rights arising under this Award as abandoned. Owner will be entitled to such other rights as may be granted by law.

PEASE DEVELOPMENT AUTHORITY

Owner

By: Paul E. Brean

Paul E. Brean, Executive Director

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by James Jones d/b/a Jones Snow Plowing Services this 21 day of OCTOBER, 2020.

James Jones
d/b/a JONES SNOW PLOWING
SERVICES

By: James Jones

Title: Owner

AGREEMENT

THIS AGREEMENT, made effective this 22 day of October, 2020, by and between the PEASE DEVELOPMENT AUTHORITY, an agency of the State of New Hampshire established pursuant to N.H. RSA 12-G:1 et. seq. with a principal place of business at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire 03801 ("PDA" or "Owner") and James Jones d/b/a Jones Snow Plowing Services, 207 Atlantic Avenue, North Hampton, NH 03862 ("Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish snow plowing and salting services at designated properties owned and managed by Pease Development Authority- Division of Ports and Harbors which meet or exceed the terms of the Contractor's Bid and as set forth in the Contract Documents, as that term is defined in Section 4 of this Agreement (the "Project").

2. The Contractor will commence work in accordance with the Contract Documents.

3. The Contractor agrees to comply with the terms of the Contract and to perform all of the work described in the Contract Documents in accordance with the applicable Unit Prices for each item of work set forth in Contractor's Bid Form (the "Contract Price").

4. The term "Contract Documents" means and includes the following:

- (A) Agreement
- (B) General Conditions and Supplemental General Conditions
- (C) Contractor's Bid Form & Statement of Qualifications
- (D) Instructions & Scope of Work for Snow Removal Services

(E) Notice of Award

(F) Insurance Certificate(s)

5. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, supervision and other items and services necessary for the provision of snow removal services, except as otherwise set forth in the Contract Documents.

6. The Contractor will invoice the PDA consistent with General Condition #10. PDA will pay the Contractor all allowable and appropriate charges within 30 days.

7. This Agreement is not assignable by the Contractor and any attempt at assignment is void.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement shall be construed according to the laws of the State of New Hampshire. No portion of this Agreement shall be understood to waive the sovereign immunity of the State. This Agreement shall not be amended or modified except by an agreement in writing signed by the parties.

10. The contract shall commence on the first plowable event or November 1, 2020, whichever occurs first and end on or about October 31, 2023. *Owner, by and through its Executive Director, shall have three (3) one (1) year options to extend the contract in its sole discretion. The Contractor shall provide proof of Certification from the New Hampshire Green Snow Pro Certification program no later than November 1, 2020, and shall keep such*

Certification current during the term of this Agreement providing proof of Certification upon request.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, effective on the date first above written.

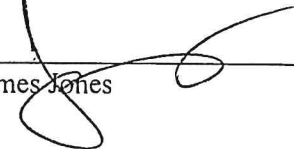
Date: 10/22/2020

~~PEASE~~ DEVELOPMENT AUTHORITY

By: 
Paul E. Brean, Executive Director

Date: 10-21-20

JAMES JONES
d/b/a JONES SNOW PLOWING
SERVICES

By: 
James Jones

GENERAL CONDITIONS

- GC-1. Performance. Submission of bid shall be accepted as prima facie evidence that the Contractor has examined the specifications and has satisfied itself as to the nature and location of the work and all other matters which could in any other way affect the work or cost thereof. Failure of the Contractor to acquaint itself with all available information, including a physical survey of the proposed work, will not relieve Contractor from providing a complete and usable project. Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all material, labor, tools, equipment, transportation, superintendence, and temporary construction to execute, complete and deliver the work within the specified time.
- GC-2. Safety. The Contractor shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of Federal, State and Municipal safety laws.
- GC-3. Insurance.
- a. The Contractor agrees to take out and maintain during the term of this Agreement, at its expense, adequate insurance coverage with an insurance company or companies acceptable to the Owner to cover the liability accepted by the Contractor in the indemnity provisions of this Agreement (unless otherwise agreed) including but not limited to:
- (1) commercial general liability insurance, including but not limited to general operation and completed operations liability insurance, on an occurrence basis, against claims for personal injury, including but not limited to bodily injury, death or property damage occurring upon, in or about the Project including any buildings thereon adjoining sidewalks, streets and passageways, to a limit of not less than \$2,000,000 each occurrence, \$2,000,000 products aggregate, and \$2,000,000 general aggregate with respect to damage to property and \$2,000,000 aggregate with respect to personal injury or death to anyone or more persons and with no deductible or such deductible amount as may be approved by the Owner;
 - (2) workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of State law and which specifically covers all employees, principals and others engaged, and all risks involved, in the operations of the Project (exclusions from such coverage for proprietors, partners, executive officers or limited liability company members will not be permitted).
 - (3) automobile liability insurance in an amount not less than \$1,000,000 combined single limit against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Contractor or any insured or underinsured

person or organization or involving any owned, non-owned, leased or hired automotive equipment in connection with the Contractor's activities;

b. All such policies of insurance shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Agreement, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by the Owner, which approval shall not be withheld unreasonably. All such policies of insurance (other than workers' compensation insurance) shall name the Owner as an additional insured. All such policies of insurance shall contain a description of the Project. Upon the execution of this Agreement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy pursuant to this clause) a certificate of insurance reasonably satisfactory to the Owner bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to the Owner of such payment shall be delivered by the Contractor to the Owner.

c. Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain: (i) a provision that no act or omission of Contractor, or any employee, officer or agent of the Contractor which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to the Owner; (iii) provide that the insurer shall have no right of subrogation against Owner and the State of New Hampshire; and (iv) provide that coverages shall be primary and non-contributory with respect to coverages, if any, carried by Owner.

d. The Contractor shall observe and comply with the requirements of all policies of insurance at any time in force with respect to this Agreement and shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to the Owner shall be willing to write or to continue such insurance.

The sheets attached at the end of these General Conditions contain a summary of the insurance requirements.

- GC-4. Existing Utilities. All costs associated with protection of existing utilities during snow plowing will be the responsibility of the Contractor.
- GC-5. Pre-Startup Meeting. The Contractor will be required to attend a meeting with Division personnel prior to startup.
- GC-6. Protection of Work and Property - Emergency. The Contractor shall at all times safely guard the property belonging to the Owner and the Owner's tenants ("Tenants") from

injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect its own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract, or by the Owner, or his duly authorized representative. The Contractor shall take all necessary precautions for the safety of the Owner's employees, Tenants' employees and its own employees on the work site, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

- GC-7. Allowances. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Contractor's costs for handling, labor, installation, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

Allowances shall cover the actual cost to the Contractor of all material, equipment or services delivered to the site less applicable trade discounts.

Whenever costs are more or less than the allowances, the Contract Sum shall be adjusted accordingly by Change Order.

- GC-8. Warranty. The Contractor warrants to the Owner that the materials and equipment furnished under the Contract will be of good quality, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents.

- GC-9. Indemnification. The Contractor shall indemnify, hold harmless and defend the Owner, its officers, board members, agents and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of (or which may be claimed to arise out of) the performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, firm or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or

benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire which is hereby reserved to the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above.

- GC-10. Payments to the Contractor. Upon receipt and approval of the Contractor's vouchers by the Owner, and in consideration of the satisfactory performance of the work as determined by the Owner, the Owner shall pay the Contractor within thirty (30) days of the submission of the Contractor's vouchers. Such vouchers shall document the work performed and the date performed and shall be submitted at least once every 30 days, but not more often than once every thirty (30) days.

END GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

1. Laws, Permits, and Regulations.

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances, regulations, orders, decrees and other requirements applicable to work hereunder, and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, decree or other requirement, whether by itself or its employees or any subcontractors.

Permits and licenses of a temporary nature if necessary for the prosecution of the work shall be secured and paid for by the Contractor.

2. [Reserved].

3. Subcontractors.

The Contractor shall not sublet, assign or transfer any part of the Contractor's work or obligations under this Agreement without the prior approval and written consent of the Owner.

4. [Reserved].

5. Materials and Workmanship.

Except as otherwise specifically stated, the Contractor shall provide and pay for all materials, labor, tools, equipment and supervision whatsoever necessary to perform the services required pursuant to this Agreement.

6. Owner's Right to Withhold Certain Amounts and Make Application Thereof.

The Contractor agrees that it will indemnify, defend and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of all supplies incurred in the furtherance of the performance of this Agreement. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the Contractor, either pay unpaid bills of which the Owner has written notice or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this Agreement but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall

be considered as a payment made under this Agreement by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

7. Personnel.

The performance of all work shall be carried out by employees of the Contractor. The Contractor shall, at its own expense, provide all personnel necessary to complete the Project. The Contractor warrants that all personnel engaged in the Project shall be qualified to perform any work required and shall be properly licensed, trained and authorized to perform such work under all applicable laws.

The Contractor shall not hire, and it shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to complete the Project, to hire any person who has a contractual relationship with the Owner or the State, or who is a State officer or employee, elected or appointed.

8. Authority of Owner's Representative.

The Owner's representative will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of this Agreement; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reasons deemed to be in the public interest. The Owner's representative shall give all orders and directions contemplated under this Agreement relative to the execution of the work. The Owner's representative shall determine the quality and acceptability of the services which are to be provided under this Agreement and shall decide all questions which may arise in relation to said services.

9. Changes in the Work.

The Owner's representative may at any time, by a written order, make changes in the specifications of this Agreement and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined by the following method:

- a. The change order shall be based on the hourly rates provided and the actual number of hours spent in performance of the work.

10. Use of Premises, Plowing of Debris, Sanitary Conditions.

The Contractor expressly undertakes at its own expense:

- a. to take every precaution against injuries to persons or damage to property;

- b. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other contractors;
- c. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance; and
- d. upon completion of the work to remove all surplus material and to put the site in a neat orderly condition.

11. Inspection.

The Owner's representative shall have the right to inspect and evaluate Contractor's performance under this Agreement and to reject defective performance or require its correction. Rejected performance shall be documented through the issuance by Owner's representative of a Contract Discrepancy Report. Rejected performance shall be satisfactorily corrected without charge therefore. Contractor's designated supervisor may be required to meet at least weekly with Owner's representative during the first month of the Agreement and as often as necessary thereafter as determined by Owner's representative. Contractor shall have a right to request a meeting with Owner's representative whenever a Contract Discrepancy Report is issued.

12. Failure to Complete the Work.

If the Contractor fails to fulfill the terms of the Agreement to the satisfaction of the Owner's representative or provide services through the Completion Date, the Owner may use the monies still due the Contractor to have the Project completed and the Contractor shall lose any claim to the monies so used.

13. Termination Without Fault.

Notwithstanding the default provisions of Section 21, the Owner, for any cause, including but not limited to an order of any federal authority or petition of the Contractor due to circumstances beyond its control, may by written notice to the Contractor terminate this Agreement or any portion thereof subject to condition (a) provided below.

Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Owner hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State funds, and in no event shall Owner be liable for payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditure of State funds, the Owner may, by written notice to the Contractor, immediately terminate this Agreement in whole or in part in accordance with the following conditions:

a. When this Agreement, or any portion thereof, is terminated before completion of all items of work therein, payment will be made for the actual items of work completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts: (1) a percentage of completion of the particular item at time of termination or (2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

14. Default and Termination.

If the Contractor:

- a. fails to begin work under this Agreement within the time specified in the notice to proceed;
- b. fails to perform the work with sufficient workers and equipment or with sufficient materials to assume prompt completion of said work;
- c. performs the work unsuitably, or neglects or refuses to remove material or to perform anew such work as may be rejected as unacceptable or unsuitable;
- d. discontinues the prosecution of the work;
- e. fails to resume work which has been discontinued, within a reasonable time after notice to do so;
- f. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. makes an assignment for the benefit of creditors; or
- h. for any other cause whatsoever, fails to carry on the work in an acceptable manner, the Owner will give notice in writing to the Contractor for such delay, neglect or default. If the Contractor does not proceed in accordance with said notice, then the Owner will, upon written notification from its representative of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating this Agreement, to take the delivery of services out of the hands of the Contractor. The Owner may enter into an agreement for the completion of this Agreement according to the terms and conditions hereof, or use such other methods as in its opinion will be required for the completion of said Agreement in an acceptable manner.

All extra costs and charges incurred by the Owner as a result of such delay, neglect or default, together with the cost of completing the services under this Agreement will be deducted from any

monies due or which may become due to Contractor. If such expense exceeds the sum which would have been payable under this Agreement then the Contractor shall be liable and shall pay to the Owner the amount of such excess within thirty (30) days of notice from Owner.

15. Nature of Agreement/Amendment.

This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement shall be construed according to the laws of the State of New Hampshire. No portion of this Agreement shall be understood to waive the sovereign immunity of the State. This Agreement shall not be amended, waived or discharged, except by an instrument in writing signed by the parties hereto.

16. Assignment Provision.

The Contractor hereby agrees that it will assign to the State all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State under this Agreement, if so requested by the State of New Hampshire.

17. Notice and Service Thereof.

Any notice to the Contractor from the Owner relative to any part of this Agreement will be in writing and will be considered delivered and the service thereof completed, when said notice is mailed, by certified or registered mail, to the Contractor at its last given address, or delivered in person to the Contractor or its authorized representative on the Project.

18. Required Provisions Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

19. Equal Employment Opportunity.

During the performance of this Agreement the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment, without regard to race, creed, color, national origin, or sex.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or order, this contract may be canceled, terminated, or suspended in whole or in part.

20. Interest of Federal, State or Local Officials.

No federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

21. Other Prohibited Interests.

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any related contract or any subcontract in connection with the provision of services under this Agreement shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee or agent of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the delivery of the project services shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

END SUPPLEMENTAL GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS and SCOPE OF WORK FOR SNOW PLOWING SERVICES

INSTRUCTIONS FOR SUBMITTING BIDS

1. Receipt and Opening of Bids.

The Pease Development Authority Division of Ports and Harbors (herein called the "Division") or the "Owner", invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The Owner will receive bids at its offices located at 555 Market St., Portsmouth, New Hampshire, until 12:00 p.m., October 6, 2020, at which time they will be opened publicly and read aloud.

The mailing address is:

Pease Development Authority
Attn.: Geno Marconi
555 Market St.
Portsmouth, New Hampshire 03801

The bid shall be enclosed in two envelopes (inner and outer) to prevent premature opening. Both envelopes shall be sealed and clearly labeled, "Bid for Snow Plowing Services - Attn: Geno Marconi."

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Contractor may withdraw a bid within 60 calendar days after the actual date of the opening thereof.

Bidders must quote on all items appearing on the bid form. All blank spaces must be correctly filled in. Failure to quote on all items may disqualify the bid.

Bid award will be based on the lowest priced, qualified bidder. Bidder may not submit unbalanced bids.

In order to be eligible to submit a bid, all Contractors must have attended the mandatory pre-bid meeting October 5, 2020, to view the marine facilities, beginning in Hampton at 1 Ocean Blvd., 10:00 AM; Rye, 1870 Ocean Blvd., 10:30 AM; and the Portsmouth Commercial Fish Pier, 1 Peirce Island Rd. at 11:00 AM. All potential bidders must attend and remain to the conclusion of the pre-bid site visits. All Contractors shall have examined the premises before submitting their bid for the work and have satisfied themselves as to the existing conditions under which they will be obligated to operate or that will in any way affect the work under this Contract. No allowance will be made subsequently in this regard for any error or negligence of the Contractor.

2. Description of Work.

This project consists of providing snow plowing and salting at the Portsmouth Commercial Fish Pier and the Rye and Hampton Harbor Marine Facilities.

3. Qualifications.

Each Contractor shall submit its qualifications to the Owner on the form provided hereinafter entitled "Statement of Qualifications." The form must be delivered to the Owner with the bid. The Owner reserves the right to reject the bid of any Contractor who has failed to submit its qualifications.

4. Certification.

The lowest qualified bidder will be required to show proof of successfully completing New Hampshire Green SnoPro Certification, specialized in reduced-salt winter maintenance as educated by the UNH Technology Transfer Center. Certification can be obtained no later than November 1, 2020.

5. Contract Term.

Subject to the approval of the PDA Board of Directors, the Contract will be for three (3) years with three (3) additional one-year options, each option subject to the approval by the PDA Executive Director. Snow Plowing Services will commence on the first plowable event or November 1, 2020 whichever occurs first, and extend through the snow season.

6. Contract Award.

The award will be based on both qualifications and costs. The Owner will award the Contract, at its sole discretion, to the lowest qualified bidder. Upon approval of the selected Contractor by the PDA Board of Directors, a Contract will be prepared by PDA and forwarded to the Contractor for execution.

7. Eligibility.

At the sole discretion of PDA or the Division, any Contractor that has previously submitted a bid to the PDA or Division or entered into an Agreement with the PDA or Division and has not complied with the required terms of the Agreement may not be eligible to submit a bid.

[remainder of page intentionally left blank. Scope of Work follows]

SCOPE OF WORK FOR SNOW PLOWING SERVICES

1. The successful bidder will provide snow plowing and salting at the Portsmouth Commercial Fish Pier, in Portsmouth, NH, and the Rye and Hampton Harbor Marine Facilities, in Rye and Hampton, NH respectively.
2. Subject to the approval of the PDA Board of Directors, the Contract will be for three (3) years with three (3) additional one-year options. Snow Plowing Services will commence when needed for the snow season. The contract period may be extended at the sole discretion of the PDA Executive Director for three (3) additional one (1) year options.
3. The Contractor must provide snow plowing services during snow and ice conditions and must be available on an emergency call basis. Snow shall be plowed to snow storage areas at each facility as dictated by the Division.
4. Salting shall be provided wherever icing results in unsafe conditions for vehicular and/or pedestrian traffic. Apply salt using mechanized equipment specifically designed for the intended use.
5. The Contractor shall keep the boat launch ramps at Rye and Hampton clear for the launching of emergency response equipment.
6. The Contractor shall keep manholes, drains, etc. free of snow and ice, allowing for sufficient water runoff at all times.
7. Snow plowing and other operations shall be conducted in a manner that will not damage pavements, curbs, hydrants, shoulders, turf or other structures, especially the wooden deck at the Portsmouth Commercial Fish Pier. The Contractor will be responsible for repairing any damage caused by snow Plowing operations at no additional cost to the Division.
8. The wooden deck at the Portsmouth Commercial Fish Pier shall be "back dragged" so as not to damage the fastenings on the wooden deck.
9. Snow clearing and salting shall be provided at the Facilities for fishermen and emergency responders for the duration of any storm. In the event the Division deems it necessary in its sole and reasonable discretion to plow snow at the Commercial piers due to lack of the contractor response, the contractor will reimburse the Division for its full cost of the operation, including but may not be limited to, personnel, material, equipment, or hiring a temporary contractor.
10. The Contractor shall be certified by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator no later than November 1, 2020, and provide the Division with a copy of the certification. Certification includes successful completion of the Green SnoPro training. All personnel employed at the sites shall be familiar with salt reduction measures.
11. A sufficient number of personnel will be employed and equipment assigned to properly accomplish all work in accordance with these specifications.
12. The Contractor shall be available on a 24-hour on-call basis to respond to emergencies or to correct deficiencies in the Work. Operators and equipment will mobilize and be onsite at the facilities within two hours of notification.

13. The Contractor will complete any required repairs of damage caused by snow plowing operations promptly, but in no event later than by April 30th of the contract year.
14. At the option of the Division, the Contractor will be required to make vehicles and equipment available for inspection.
15. Proposals must be submitted as an hourly cost for labor and equipment and as a price per ton for salt.
16. A mandatory PRE-BID SITE VISIT is scheduled for October 5, 2020, attendance is required at all 3 facilities, as follows:
 - Hampton, 1 Ocean Blvd. 10:00 AM
 - Rye, 1870 Ocean Blvd. 10:30 AM
 - Portsmouth Commercial Fish Pier, 1 Peirce Island Rd. 11:00 AM

CONTRACTOR'S BID FORM & STATEMENT OF QUALIFICATIONS

BID FORM

Snow Plowing and Salting

Bid of JONES SNOWPLOWING SERVICE
 (hereinafter called "Bidder") a ~~corporation~~, organized under the laws of the State of N.H.
 limited ~~liability~~ ~~company~~*, ~~partnership~~*, or an individual* doing business
JONES SNOWPLOWING SERVICE

*Strike out inapplicable terms.

To the Pease Development Authority-Division of Ports and Harbors (hereinafter called the "Owner");

The Bidder, having examined the specifications and related documents and being familiar with all of the conditions surrounding the proposed project including the availability of the equipment, hereby proposes to furnish the required work in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	_____	_____
	Signature	Date
Addendum No. _____	_____	_____
	Signature	Date
Addendum No. _____	_____	_____
	Signature	Date

BID FORM - RATES

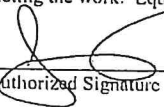
Snow Plowing and Salting

Description	Unit Cost	Estimated Quantity	Total Price
Plowing & salting	\$ <u>75</u> /vehicle/hr. <u>1-TON</u>	250 hours (Labor and equipment)	\$ <u>18750.00</u>
Salt	\$ <u>225</u> /per ton	100 tons	\$ <u>22500.00</u>
TOTAL BID			\$ <u>41,250.00</u>

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Contract will be awarded to the Contractor with the lowest qualified bid for the Total Project Cost. The Owner reserves the right to delete any item of work in whole or in part, and to award the Contract to the Bidder deemed by the PDA as most qualified and most capable of completing the work. Equipment will be a consideration.

Name of Bidder: JAMES JONES

By:  _____
Authorized Signature

Printed Name/Title: JAMES JONES

Business Address: 207 ATLANTIC AVE
NORTH HAMPTON N.H. 03822

Telephone Number: 603-765-8481

(Seal if Bid is submitted by a Corporation)

STATEMENT OF QUALIFICATIONS

Attach this statement, fully completed, to the Bid Form and submit to the Owner on the date and time for opening of bids.

All questions must be answered and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The Contractor may submit any additional information Contractor desires.

1. Name of Contractor: JAMES JONES DBA JONES SNOWPLANNING SERVICE
 - 1.a Contractor is:
 - Limited Liability Company
 - Corporation
 - Partnership
 - Individual
2. Permanent main office address: 207 ATLANTIC AVE
NORTH HAMPTON N.H.
- 2.a Treasury Number (Employer's Identification No.): _____
3. When organized: 1988
4. If a corporation, where incorporated: _____
- 4.a If LLC, where formed: _____
5. How many years have you been engaged in the business under your present firm or trade name?
32
6. General character of work performed by your company: SNOW REMOVAL and ICE CONTROL
7. Have you ever failed to complete any work awarded to you? () Yes No
If yes, where and why? _____

8. Have you ever defaulted on a contract? () Yes No
If yes, where and why? _____

9. List of references (minimum of three).

Name: TOWN OF GIFFORD
Address: 575 PEARBURY AVE GIFFORD
Contact Number/Email: _____
Relationship/Years Known: 2002 - Present (ALL ROAD WINTER MAINT)
Name: N.H. PDA
Address: _____
Contact Number/Email: 603 888 6666
Relationship/Years Known: 2000 - Present
Name: STATE OF N.H. DISTRICT 6
Address: _____
Contact Number/Email: KEVIN MATHIAS 234-2265
Relationship/Years Known: 1988 - Present

10: Has your organization successfully completed the New Hampshire Green SnoPro Certification?

10.a If so, when and list names of certified personnel: JAMES JONES

10.b If no, when will you be able to secure New Hampshire Green SnoPro Certification as required?
will be ATTENDING the next course

Attach proof of licensure and any other information that may assist the Owner in evaluating your bid.

Jones Snowplowing Service
207 Atlantic Avenue
North Hampton N.H. 03862

(603) 964 5767 Office
(603) 765-8481 Cell

Winter 2020-2021 Snow Removal Equipment List

Vehicles

(1-Tons)

01. 2015 1-Ton 4X4 w/9 Ft. Plow
02. 2008 1-Ton 4X4 w/9 Ft. Plow
03. 2008 1-Ton 4X4 w/9 Ft. Plow
04. 2008 1-Ton 4X4 w/9 Ft. Plow
05. 2007 1-Ton 4X4 w/9 Ft. Plow
06. 2007 1-Ton 4X4 w/9 Ft. Plow
07. 2007 1-Ton 4X4 w/9 Ft. Plow
08. 2007 1-Ton 4X4 w/9 Ft. Plow
09. 2007 1-Ton 4X4 w/9 Ft. Plow
10. 2007 1-Ton 4X4 w/9 Ft. Plow
11. 2006 1-Ton 4X4 w/9 Ft. Plow
12. 2006 1-Ton 4X4 w/9 Ft. Plow
13. 2006 1-Ton 4X4 w/9 Ft. Plow
14. 2006 1-Ton 4X4 w/9 Ft. Plow
15. 2006 1-Ton 4X4 w/9 Ft. Plow
16. 2004 1-Ton 4X4 w/9 Ft. Plow
17. 2004 1-Ton 4X4 w/9 Ft. Plow

18. 2004 1-Ton 4x4 w/9 Ft. Plow
19. 2004 1-Ton 4X4 w/9 Ft. Plow
20. 2003 1-Ton 4X4 w/9 Ft. Plow
21. 2002 1-Ton 4X4 w/9 Ft. Plow

Heavy Trucks

(Six Wheelers)

01. 2017 5-Ton Dump w/ Sander, Front and Wing Plows
02. 2013 5-Ton Dump w/ Sander, Front and Wing Plows
03. 2012 5-Ton Dump w/ Sander, Front and Wing Plows
04. 2011 5-Ton Dump w/ Sander, Front and Wing Plows
05. 2011 5-Ton Dump w/ Sander, Front and Wing Plows
06. 2010 5-Ton Dump w/ Sander, Front and Wing Plows
07. 2010 5-Ton Dump w/ Sander, Front and Wing Plows
08. 2009 5-Ton Dump w/ Sander, Front and Wing Plows
09. 2007 5-Ton Dump w/ Sander, Front and Wing Plows
10. 2007 5-Ton Dump w/ Sander, Front and Wing Plows
11. 2006 5-Ton Dump w/ Sander, Front and Wing Plows
12. 2006 5-Ton Dump w/ Sander, Front and Wing Plows
13. 2005 5-Ton Dump w/ Sander, Front and Wing Plows
14. 2004 5-Ton Dump w/Sander, Front and Wing Plows
15. Several 1997-1999 5-Ton Dumps w/ Sander, Front and Wing Plows

(Ten Wheelers)

01. 2012 10-Wheel Dump w/ Sander, Front and Wing Plows
02. 2010 10-Wheel Dump w/ Sander, Front and Wing Plows
03. 2010 10 Wheel Dump w/ Sander, Front and Wing Plows
04. 2006 10-Wheel Dump w/ Sander, Front and Wing Plows
05. 1999 10- Wheel Dump w/ sander, Front and Wing Plows
06. 2003 Mack Ten Wheel Dump
07. 1998 Peterbilt Ten Wheel Dump
08. 1998 Peterbilt Ten Wheel Dump
09. 1998 Mack Ten Wheel Dump
10. Peterbilt Tractor w/ Trailer Dump
11. International Tractor w/ Trailer Dump

Loaders

01. 1989 Case 580M 4X4 Backhoe w/ 1 ½ yd bucket
02. 2004 420D Caterpillar 4X4 Backhoe w/ 1 ½ yd bucket
03. 1999 980G Caterpillar Loader w/ 7yd Bucket
04. 1989 950E Caterpillar Loader w/ 5 yd Bucket
05. 1998 938G Caterpillar Loader w/4.5 yd Bucket
06. 1994 938F Caterpillar Loader w/4 yd Bucket
07. 1995 936F Caterpillar Loader w/ 3.5 yd Bucket
08. 2006 930G Caterpillar Loader w/ 3 yd Bucket
09. 2006 930G Caterpillar Loader w/ 3 yd Bucket
10. 2005 930G Caterpillar Loader w/ 3 yd Bucket
11. 1992 IT28B Caterpillar Loader w 3 yd Bucket
12. 2007 924G Caterpillar Loader w/ 3 yd Bucket

13. 2006 924G Caterpillar Loader w/ 3 yd Bucket
14. 2005 924G Caterpillar Loader w/ 3 yd Bucket
15. 2016 907M Caterpillar Loader w 1 ½ yd Bucket with snowblower attachment
16. 2013 906 H2 Caterpillar Loader w 1 ½ yd Bucket
17. 2009 906H Caterpillar Loader w/ 1 ½ yd Bucket
18. 2001 906G Caterpillar Loader w/ 1 ½ yd Bucket
19. 2006 L70ZV Kawasaki Loader w/ 3.5 yd Bucket
20. 2011 L60 Kawasaki Loader w/ 3 yd Bucket
21. L70F Volvo Loader w/ 4 yd Bucket
22. L70E Volvo Loader w/ 4 yd Bucket
23. 1995 L70C Volvo Loader w/4 yd Bucket
24. 2005 L60E Volvo Loader w/ 3 yd Bucket
25. 2001 760 Hyundai Loader w/ 5 yd Bucket
26. Bobcat Skidsteer with walkway bucket/Blade

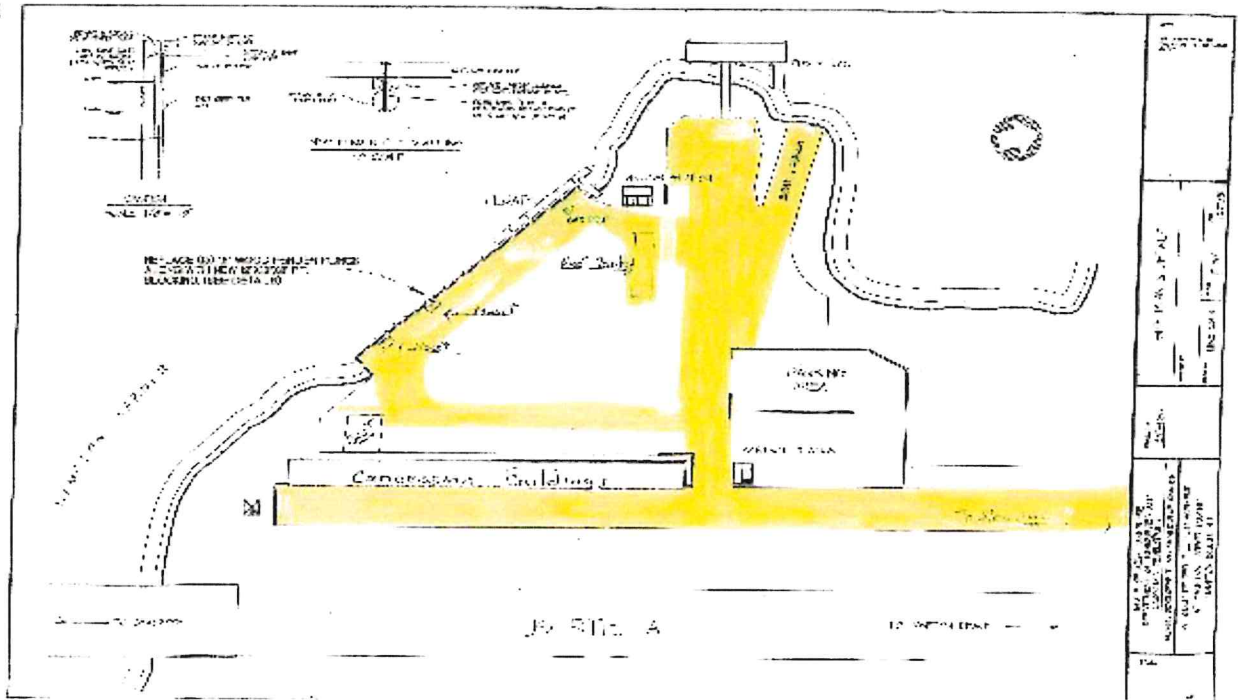
Graders

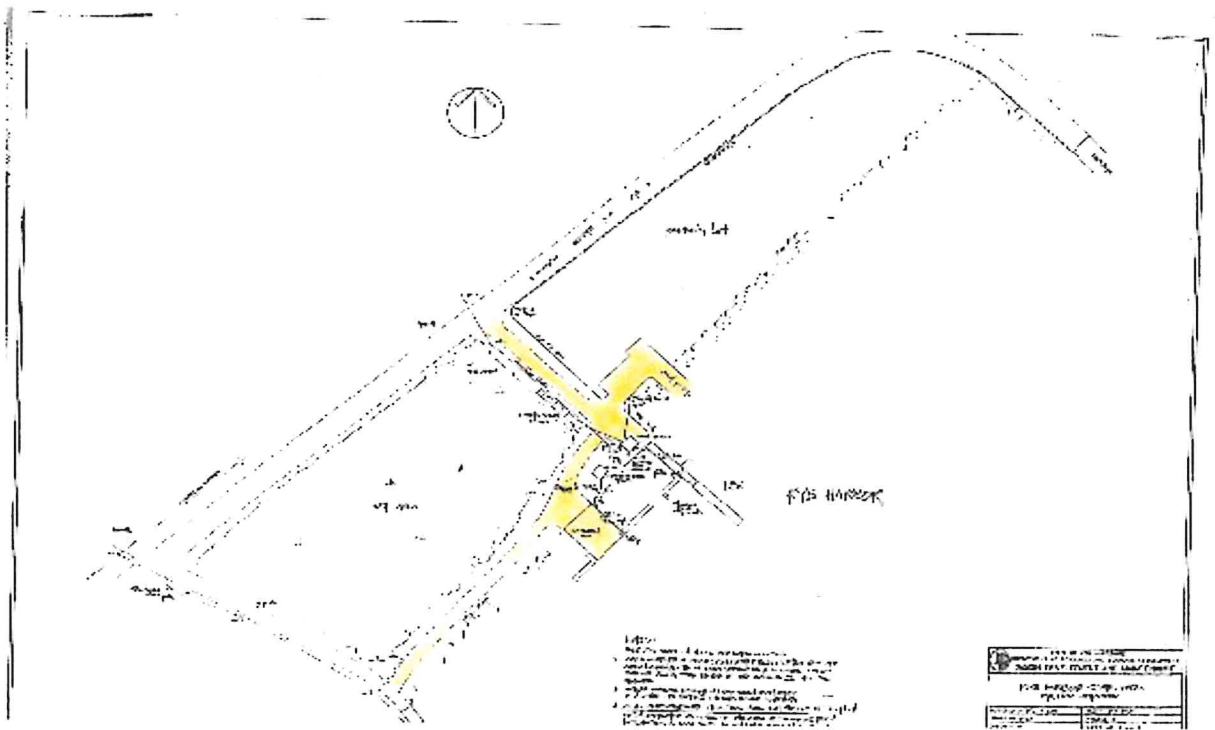
1. 1984 120G Caterpillar Grader

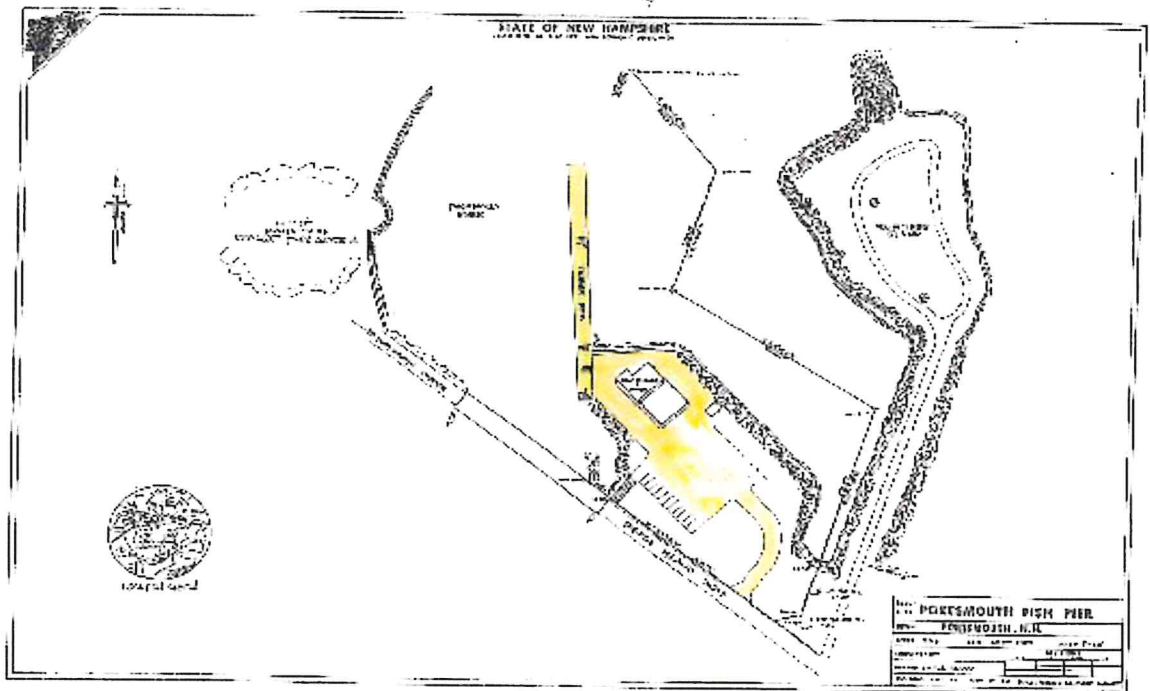
Sanders

1. All Heavy Trucks with front Blades and wings Are equipped with Sanders
2. (17) All Season Spreader Bodies
3. (9) 7 yd spreaders for 5-Ton Trucks (Hopper Style) (Spares)
4. (3) 4 yd Hi-Way spreader-(Hopper style)
5. 3.5 yd Fontaine Spreader (Hopper Style)
6. (6) Tailgate Spreaders for 5-Ton Dump Trucks

MAPS AND SKETCH







INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2019

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 have ADDITIONAL INSURED provisions or 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 John J. Flynn Ins Agy Inc 818 Central Avenue Dover NH 03820	CONTACT NAME: John Flynn PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370 E-MAIL ADDRESS: John.Flynn@Flynninsurance.net
INSURED James Jones, DBA: Jones Snow Plowing 207 Atlantic Ave N. Hampton NH 03862	INSURER(S) AFFORDING COVERAGE INSURER A: S&H Underwriters NAIC # INSURER B: Hanover Insurance 22292 INSURER C: Phoenix Ins INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL18121349752 **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.

INSTR LTR	TYPE OF INSURANCE	ADJ INSD	SUBR 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:	Y	Y	USA4238376-19	12/06/2019	12/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHV5731948	11/21/2019	11/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 EACH OCCURRENCE \$ AGGREGATE \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UB0K294074	01/25/2019	01/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	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	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pease Dev Authority & State of NH are named as additional insured as required by written contract. A thirty (30) day notice of cancellation (with the exception of a ten (10) day notice for non-payment of premium). Liability coverage shall be primary and noncontributing with respect to any insurance carried by the PDA

CERTIFICATE HOLDER Pease Development Authority Division of Ports & harbors & State of NH 555 Market St Portsmouth NH 03801	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
---	--