THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Turnpikes
August 11, 2023

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 sole bid in the amount of $56,075 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, 2025. 100% Turnpike Funds.

Funds to support this request are available in the following accounts in State FY 2024 and State FY 2025, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	FY 2024	FY 2025
04-96-96-961017-70270000 Central Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	$10,000	$10,000
04-96-96-961017-70320000 Blue Star Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	$10,000	$10,000
04-96-96-961017-70370000 Spaulding Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	$8,000	$8,075

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. Fourteen (14) locations were identified in the vendor contract. These locations include six (6) maintenance sheds, six (6) toll facilities, the Seabrook Welcome/Tourist Information Center, the Nashua E-ZPass Walk-in Center, and other locations as needed. Five (5) of these facilities are occupied 16-hours a day for collection of tolls and the Seabrook

Welcome/ Tourist Information Center provide visitors services 24-hours a day. 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 April 21, 23 and 24, 2023 and on the Bureau of Turnpikes' and Purchase & Property websites from April 19 through May 10, 2023. Invitations to bid were also sent to four bidders who had previously submitted bids. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened. One sealed bid was received and publicly opened on May 10, 2023 (bid results attached). Boraczek Septic and Drain, Inc. was the sole 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, 2025. The contract is for a total of $56,075.

This contract was last bid on April 21, 2021. Boraczek Septic and Drain Inc. was the sole bidder and was awarded the contract for $51,950. Although their rates have increased by an average of one percent, the main reason for the increase was the number of hours for emergency repair service that the Bureau has estimated, 80 to 85 hours.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

Bid for Septic Services Contract

NHDOT Bureau of Turnpikes

RFB TPK 2023-05

	Sole Bidder **Boraczek's Septic and Drain, Inc.**
Emergency Repair Service:	
Monday-Friday 7am to 5 pm Hourly Labor Rate	$ 375.00
Estimated Regular Hours During Contract Period (2 years)	*80*
Monday-Friday 5 pm to 7am and weekends/State Holidays Hourly Labor Rate	$ 375.00
Estimated Overtime Hours During Contract Period (2 years)	*5*
Contract Cost of Emergency Repairs	$ 31,875.00
Estimated Cost of Supply Repair Parts (2 years)	*$ 1,000*
Percent Markup	20%
Estimated Supply Cost During Contract Period	$ 1,200.00
Pumping/Disposing Rate <1,500 gallons	$ 0.35
Number of gallons (2 years)	*10,000*
Pumping/Disposing Cost During Contract Period	$ 3,500.00
Pumping/Disposing Rate between 1,500 and 3,000 gallons	$ 0.30
Number of gallons (2 years)	*5,000*
Pumping/Disposing Cost During Contract Period	$ 1,500.00
Pumping/Disposing Rate >3,000 gallons	$ 0.30
Number of gallons (2 years)	*60,000*
Pumping/Disposing Cost During Contract Period	$ 18,000.00
Total 2-Year Contract Price	**$ 56,075.00**

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 Transporation		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 Dr. Hampstead, NH 03841	
1.5 Contractor Phone Number 978-479-5236	1.6 Account Unit and Class See Exhibit C Paragraph 9	1.7 Completion Date 6/30/2025	1.8 Price Limitation $56,075.00
1.9 Contracting Officer for State Agency Michael Servetas, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature Date: 5/16/23		1.12 Name and Title of Contractor Signatory James Boraczek, President	
1.13 State Agency Signature Date: 9/26/23		1.14 Name and Title of State Agency Signatory Michael J Servetas, Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 10/2/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JB
Date 5/16/23

2. 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") perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B 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, 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 1.13 ("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.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JB
Date 5/16/23

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 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 finished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials JB
Date 5/16/23

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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").*

.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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials JB
Date 5/10/23

EXHIBIT A – SPECIAL PROVISIONS

No Special Provisions required by the DEPARTMENT.

EXHIBIT B - 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 fourteen (14) maintenance, welcome center, and toll facilities during normal business hours. Should specific methods for cleaning specific drainpipes 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 fourteen (14) 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. Locations can be added or deleted within 30 (thirty) days by notifying the vender via email.

4. The CONTRACTOR shall coordinate with the Bureau of Turnpikes Maintenance Mechanic Foreman for jetting, mechanically routering and cleaning any septic, sewer, or floor drainage line as well as pumping and disposing of septic tank contents at each of the fourteen (14) maintenance, welcome center, and toll facilities during normal business hours, 7:00 am to 5:00 pm, Monday thru Friday, unless otherwise directed by the DEPARTMENT.

5. 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.

6. 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 5:00 PM.

7. 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.

8. All work specified in Nos. 1 through 4 shall be invoiced at a fixed hourly rate (portal to portal). The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage above 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 per Exhibit D

9. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be mailed or emailed. 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' Administrator or authorized representative. 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:

a. Specified time period until repair can be completed.
b. Devices affected and how it affects system.
c. Reasons for delay of repair.
d. 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 DEPARTMENT staff, general public, and property.

3. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 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 and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

C. WARRANTEES

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 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, 2023, and shall end on June 30, 2025.

EXHIBIT C – 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) Monday through Friday 7:00 AM to 5:00 PM of: Three Hundred Seventy-Five Dollars and No Cents per hour ($375.00 per hour).

2. 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) Monday through Friday 5:00 PM to 7:00 AM, Saturday, Sunday, and State Holiday period of: Three Hundred Seventy-Five Dollars and No Cents per hour ($375.00 per hour).

3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list. Fixed Percentage: Twenty Percent (20%)

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: Thirty-Five Cents per gallon ($0.35 per gallon), for tanks less than 1,500 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: Thirty Cents per gallon ($0.30 per gallon), for tanks from 1,500 gallons to 3,000 gallons of capacity.

6. 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 ($0.30 per gallon), for tanks over 3,000 gallons of capacity.

7. The total contract price shall not exceed Fifty-Six Thousand Seventy-Five Dollars and no cents ($56,075.00).

8. 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.

9. 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
SEPTIC AND FLOOR DRAIN SERVICES
BUREAU OF TURNPIKES CONTRACT RFB TPK 2023-05

EXHIBIT D – LOCATION LIST
BUREAU OF TURNPIKES
FOURTEEN (14) FACILITIES

Location 1		**Location 9**
Hooksett Main Toll		Rochester Maintenance Facility
I-93 MM 28.7		45 Rte. 16 Connector Rd
Hooksett, NH		Rochester, NH
Location 2		**Location 10**
Hooksett Ramp Toll		Dover Maintenance Facility
I-93 Exit 11		Exit 9 – Spaulding Turnpike
Hooksett, NH		Dover, NH
Location 3		**Location 11**
Hooksett Maintenance, Admin Bldg.		Hampton Main Toll
& Office Trailer		I-95 MM 5.8
36 Hackett Hill Rd		Hampton, NH
Hooksett, NH		
Location 4		**Location 12**
Bedford Main Toll		Hampton Side Toll
F.E. Everett (FEE) Turnpike		I-95 Exit 2
Bedford, NH		Hampton, NH
Location 5		**Location 13**
Merrimack Maintenance Facility		Hampton Maintenance Facility
224 Daniel Webster Highway		I-95
Merrimack, NH		Hampton, NH
Location 6		**Location 14**
Exit 10 Ramp Toll		Seabrook Welcome Center
NB F.E. Everett Turnpike		I-95 NB MM 0.2
Merrimack, NH		Seabrook, NH
Location 7		
Nashua EZ-Pass DMV Center		
110 Broad Street		
Nashua, NH		
Location 8		
Nashua Maintenance Facility		
243 Main Dunstable Road		
Nashua, NH		

DELETING LOCATIONS: Locations can be added or deleted within 30 (thirty) days by notifying the vender via email.

New Hampshire DOT
Department of Transportation

POLICY NUMBER: ***ENV 1***	POLICY NAME: ***ENVIRONMENTAL POLICY***
ADOPTION DATE: *July 23, 2018*	**LAST UPDATED:** *February 3, 2023*
POLICY APPROVED BY: *Commissioner, NHDOT*	**SIGNATURE:** William Cass
RESPONSIBLE OFFICE: *Bureau of Environment*	**CONTACT PERSON:** *Administrator, Bureau of Environment*
REQUIREMENTS: *All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.*	**PROCEDURES AND RESOURCES:** • ***This Policy is supported by documents in the Standard Operating System (SOS) Index.*** • ***State and Federal Environmental Regulations***

POLICY STATEMENT

The New Hampshire Department of Transportation's (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

SCOPE

This policy shall apply to all employees in all organizational units of NHDOT.

DEFINITIONS

Cultural and natural environment (collectively referred to as "environment"): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on the SOS ***Index***.

COMMENTS

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.

2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.

3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.

4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.

5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.

6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.

7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.

8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.

9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.

10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.

11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.

12. The SOS and all documents pertaining to it will be located in the SOS ***Index*** on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

REQUIREMENTS

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

James Boraczek
Employee Name (printed)

5/16/23
Date

Employee Signature

AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
2/3/2023	Biennial review resulted in no revisions	William Cass	Commissioner
7/23/2018	Original Policy Adopted	Victoria Sheehan	Commissioner

New Hampshire DOT
Department of Transportation

New Hampshire Department of Transportation
BUREAU OF TURNPIKES

Contractor Safety & Environmental Checklist

Contractor Company Name: Boraczek Septic and Drain, Inc.

Date Reviewed: 5/16/23

Project Description: Bureau of Turnpikes Septic Services (RFB TPK 2023-05)

Contractor Name: James T Boraczek

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
☑ Yes	☐ N/A	Sign In	All contractors must sign in and out at the main office.
☑ Yes	☐ N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
☑ Yes	☐ N/A	Smoking	Smoking is not permitted within 50 feet from any building.
☑ Yes	☐ N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
☑ Yes	☐ N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
☑ Yes	☐ 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 equipment.
☑ Yes	☐ N/A	Safety Regulations	Comply with all applicable federal, state, and municipal safety regulations.
☑ Yes	☐ N/A	Environmental Regulations	Comply with all applicable federal, state, and municipal environmental regulations.
☑ Yes	☐ N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
☐ Yes	☑ N/A	Chemicals	Copies of SDS must be available on site.
☑ Yes	☐ N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work.
☐ Yes	☑ N/A	Scaffolds	Erected in accordance with legislated requirements
☐ Yes	☑ N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
☑ Yes	☐ N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
☐ Yes	☑ N/A	EMS	The Bureau operates under Environmental Policy ENV 1.
☐ Yes	☑ N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Contractor Initials: JB

Date: 5/16/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006231242**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of May A.D. 2023.

David M. Scanlan

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, Dept. of Transportation 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
Johnna M. Hoover/Secretary

5/16/23
Date

On this 16th day of May, 2023, before me, Johnna M Hoover, personally appeared who acknowledged herself to be the Secretary of Boraczek Septic and Drain, Inc..

Corinne M. Mayo
Notary Public/Justice of the Peace

My Commission Expires 07-27-27

CORINNE M. MAYO
COM. EXP.
NOTARY
PUBLIC
07-27-27
NEW HAMPSHIRE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2023

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
Insurance Solutions Corporation
116 Rockingham Rd
Londonderry NH 03053

CONTACT NAME: Sandra Gargano
PHONE (A/C, No, Ext): (603) 421-0021 FAX (A/C, No): (603) 421-0052
E-MAIL ADDRESS: sgargano@isc-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Union Insurance Company	25844
INSURER B: Acadia Insurance	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BORACZEK'S SEPTIC AND DRAIN INC.
4 HAZEL DRIVE
HAMPSTEAD NH 03841

COVERAGES **CERTIFICATE NUMBER:** CL2332056679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:			CPA5432852-13	3/21/2023	3/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			CAA5432853-13	3/21/2023	3/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUA5432854-13	3/21/2023	3/21/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		James Boraczek is excluded WCA5432855-13 3A: NH MA	3/21/2023	3/21/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Dept of Transportation
7 Hazen Dr
Concord, NH 03301

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
Keith Maglia/SGARGA

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