

## SERVICE AGREEMENT

 ORIGINAL

THIS SERVICE AGREEMENT is made and entered into as of this 24<sup>th</sup> day of October, 2017 by and between Alfred Street LLC ("Owner"), Carruth Capital, LLC ("Manager"), and Outdoor Pride Landscaping, Inc. ("Contractor").

### WITNESSETH:

Owner is the managing agent of the commercial portions of the property located at 7 Alfred Street, Woburn, Massachusetts the ("Property"); and

Contractor is engaged in the business of and desires to perform services from time to time as an independent contractor at the Property, and Owner desires to have Contractor perform such services.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree as follows:

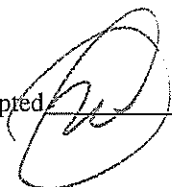
1. Services. Owner hereby engages Contractor to provide all necessary labor, material and equipment to perform the following services at the Property: Snow Removal Services per the attached Snowplowing & Sanding Specifications labeled Exhibit D (the "Services"). Contractor hereby accepts such engagement and agrees to diligently perform the Services.
  2. Independent Contractor. Owner and Contractor are not to be considered joint ventures or partners, or one as the agent of the other. The relationship of Owner to Contractor is and at all times hereafter shall remain solely that of an independent contractor, and nothing herein shall be deemed to create any other relationship between them. Neither party shall have the power to legally bind or obligate the other, nor shall either party be liable for debts incurred by the other.
  3. Compensation. As compensation for performing the Services, Owner shall pay Contractor in the amounts specified in Exhibit D. Payment for Services will be made upon receipt of invoice for completed Services.
  4. Term. The term of this Agreement (the "Term") shall commence November 1, 2017 (the "Commencement Date"), and shall expire on May 31, 2019 (the "Expiration Date") unless sooner terminated or extended in a written notice by Owner to Contractor. Contractor shall achieve substantial completion of the Services by the Expiration Date.
  5. Contractor's Personnel. Contractor shall employ sufficient personnel to properly perform the Services as contemplated hereunder. Contractor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by Contractor, Owner or any other contractor in connection with work being performed at the Property. Owner reserves the right to approve all of Contractor's personnel used at the Property. Contractor shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Contractor represents that it is and will continue to be an Equal Opportunity Employer.
- Contractor further warrants and certifies that all persons employed by Contractor, or any subcontractor of Contractor, are legal, documented workers, either being United States citizens, resident aliens or aliens registered to work in the United States.
6. Safety Precautions. Contractor agrees to initiate and maintain at its expense all reasonable precautions for the safety of and prevention of injury to its employees and those of its subcontractors, and the prevention of damage to all materials and equipment used in the Services, the work of other contractors and all other persons or property in or about the Property.

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7. Taxes. Contractor agrees to pay all occupation, use and sales taxes due in respect of the work, labor, materials and equipment performed or provided in connection with this Agreement.
8. Consulting and Advising. During the Term hereof, Contractor shall consult with, advise and cooperate with Owner regarding the Services to be provided by Contractor hereunder, and otherwise provide Owner with the benefit of Contractor's expertise.
9. Notification of Injury or Damage. Contractor shall notify Owner immediately of any personal injury or property damage occurring at the Property of which Contractor is aware and shall immediately forward to Owner any summons, subpoena or other like legal document served upon Contractor relating to actual or alleged potential liability of Contractor or Owner. Contractor shall additionally notify Owner immediately of any fire, accident or other casualty, governmental order, lawsuit or threat thereof involving the Property of which Contractor is aware, and any violations at the Property of governmental laws, rules, regulations, ordinances, or like provisions.
10. Compliance.
- (a) Notwithstanding anything to the contrary herein contained, Contractor shall perform the Services in compliance with all laws, ordinances, rules, regulations of all governing authorities, specifically including but not limited to the Occupational Safety and Health Administration, having jurisdiction and the requirements of all insurance companies providing the insurance required by Paragraph 11 hereof. In the event that the performance of the Services would involve any violation of the foregoing and Contractor fails to notify Owner of such violation or potential violation before commencing the Services, then Contractor shall avoid or cure such violation at Contractor's expense and to Owner's satisfaction.
  - (b) Contractor shall conduct its activities at the Property, and shall ensure that its employees, subcontractors and agents conduct their activities at the Property, in accordance with Owner's reasonable rules and regulations established from time to time, including, without limitation, Owner's rules regarding security of the Property and its occupants.
11. Insurance. Prior to commencing performance of the Services, Contractor agrees to obtain and maintain insurance for the coverage, in the amounts and pursuant to the conditions set forth on Exhibit A attached hereto. Upon Owner's reasonable request from time to time Contractor shall obtain additional insurance.
12. Waiver of Liens. Contractor does hereby fully and completely waive and release for itself, and for all of its laborers, subcontractors, and material men, their respective heirs, successors and assigns any and all claim of, or right to, any mechanics lien or claim for lien upon payment of funds for work complete, under the statutes of Massachusetts against, or with respect to the real estate underlying the Property, or any portion thereof for improvement thereon.
13. Warranty: The Contractor represents that in addition to all implied warranties under law, all of Contractor's labor shall be done in a good and workmanlike fashion and that all materials provided shall be new and of first class quality. Unless otherwise provided herein, the Contractor further warrants that the labor or work and materials provided will be free of defects and/or remain operational for the typical life of said item.

## SERVICE AGREEMENT

14. Termination. Owner shall have the right to terminate this Agreement:
- (a) Immediately, upon written notice to contractor in the event of Contractor's fraud, gross negligence, non-performance, or willful misconduct in the performance of its obligations hereunder;
  - (b) Immediately, upon the damage or destruction of the Property by fire or other casualty which shall impair the performance or utility of the Services; or
  - (c) Upon not less than thirty (30) days written notice to Contractor for any reason at any time.
  - (d) Immediately, upon the sale of the property.
15. Indemnity: Contractor agrees to indemnify and hold harmless Owner, their respective agents, servants and employees, against all loss, damage and expense on account of death, injuries, damage or loss to persons (including employees of Contractor and its subcontractors) or property, in any way arising from or connected with performance of the Services, including, without limitation, all claims under any structural work law or law imposing liability on account of any use of scaffolds, hoist, cranes, ladders, supports or similar devices. Contractor agrees to pay all expenses incurred or paid by Owner or Owner's Agent on account of being charged with such liability, death, injuries, damage or loss, including attorneys' fees and court costs in the preparation and conduct of any defense and appeals in connection with such charges, whether or not such charges involve any charge of negligence on the part of Owner or Owner's Agent, or their respective employees servants and agents in connection with the performance of the Contractor's Services.
16. Contractor's Authority: As an inducement to Owner to enter into this Agreement and to perform its obligations hereunder, Contractor hereby represents to Owner that Contractor has full right, power and authority to execute and deliver this Agreement and this Agreement has been executed and delivered by an authorized officer of Contractor and is valid, binding and enforceable against Contractor in accordance with its terms.
- 16A. Contractor's Federal I.D. Number is: 02-0506608
17. Owner's Agent: Wherever action or written notice is required or permitted to be taken or delivered by Owner hereunder, such action or notice shall be deemed to have been duly taken or delivered if taken or delivered by the Senior Property Manager, Doug Goldwait.
18. Notices: All notices or demands given hereunder shall be in writing, and if not personally delivered shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:
- If to Contractor:
- |  |                                 |
|--|---------------------------------|
|  | Outdoor Pride Landscaping, Inc. |
|  | 500 Harvey Road                 |
|  | Manchester, NH 03103            |
|  | Attn: Brian Ducharme            |
- If to Owner:
- |  |                               |
|--|-------------------------------|
|  | Alfred Street LLC             |
|  | 116 Flanders Road, Suite 2000 |
|  | Westborough, MA 01581         |



## SERVICE AGREEMENT

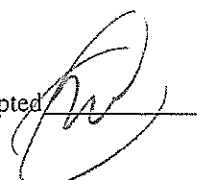
### 19. Miscellaneous.

- (a) Any failure by Owner or Contractor at any time or from time to time to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement shall not affect or impair such terms or conditions in any way, or the right of Owner or Contractor at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.
- (b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein. No change in the provisions of this Agreement shall be effective unless made in writing and signed by the parties hereto.
- (c) Contractor may not assign its rights, duties and obligations under this Agreement without prior written consent of Owner, which consent may be withheld for any or no reason. Owner may not assign its rights, duties and obligations under this Agreement except to an entity acquiring Owner's interests in the Property. No permitted assignment under this Subparagraph 19(c) shall relieve the assignor of its duties and obligations under this Agreement prior to such assignment. Subject to the foregoing, this Agreement and every provision hereof shall bind, apply to and inure to the benefit of Owner and Contractor and their respective permitted successors.
- (d) Contractor represents that it is an equal opportunity employer. Contractor agrees to fully comply with the terms and conditions of Exhibit B, Executive Order 11246 Equal Opportunity Clause and Exhibit C, Certification of Non Segregated Facilities.
- (e) Paragraph headings are included solely for convenience, are not to be considered part of this Agreement and are not intended to modify, explain or be a full or accurate description of the contents of any paragraph or provision of this Agreement.
- (f) No creditor of Owner or Contractor shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any of the provisions of this Agreement.
- (g) This Agreement shall be governed and construed in all respects by the laws of the State of Massachusetts.

### 20. No Presumption Against Drafter.

Owner and Contractor understand, agree, and acknowledge that:

- (a) This Agreement has been freely negotiated by both parties and each party has the opportunity to consult with an attorney prior to execution;
- (b) In the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.
- (c) In the event an Exhibit, Attachment, Rider or Supplement to this Agreement contradicts, varies or renders ambiguous any provision of this Agreement, the terms of this Agreement shall supersede the terms of the Exhibit, Attachment, Rider or Supplement, even if same are incorporated into this Agreement. Further, any interpretation of this Agreement shall look only to the terms of the Agreement itself, and no meaning shall be given to the terms of the Exhibits, Attachments, Rider or Supplement.



SERVICE AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed as of the day and year first above written.

ALFRED STREET LLC

OWNER

By: Carruth Capital, LLC  
Its Manager

By: 

Christopher F. Egan, President and Managing Member of Carruth Capital, LLC, not individually and without personal liability

Date: 11/13/17

OUTDOOR PRIDE LANDSCAPING, INC.

CONTRACTOR

By: 

Printed Name: MARU AQUILINO

Title: PRESIDENT

Date: 11/7/17

## SERVICE AGREEMENT

### EXHIBIT A

#### 11.1 INSURANCE REQUIREMENTS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Property is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Services to be permitted.
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. claims for damages because of both bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. claims for damages, other than to the Property itself because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. claims for damages because of bodily injury, death of a person or property damage arising out of Manager's activities as manager, maintenance or use of a motor vehicle, and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified below in 11.1.4 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the services until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the services. All policies for liability protection, bodily injury or property damage shall list the Manager, Carruth Capital, LLC, as Certificate Holder and include Owner and Manager as additional insured as respects operations under this contract.

Each policy evidencing the insurance to be carried by Contractor under this Service Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Owner, and that any coverage carried by Owner shall be excess insurance.

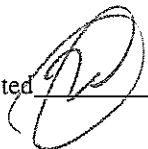
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Exhibit A  
11.1 Insurance Requirements  
Page Two

These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor within 48 hours of such change being made.

### 11.1.4. Limits of liability shall be as follows:

1. Appropriate bodily injury insurance with limits of not less than (\$500,000) for each occurrence and (\$1,000,000) aggregate.
2. Property damage liability with limits of not less than (\$500,000) for each occurrence and (\$1,000,000) aggregate.
3. Workers compensation insurance with limits of not less than (\$100,000) for each occurrence and (\$500,000) policy limit unless local and/or state jurisdiction(s) require greater.
4. "Umbrella" general liability insurance with a limit of no less than (\$1,000,000).
5. If automotive equipment is used in the operation, automobile bodily injury insurance with limits of not less than (\$250,000) for each person and (\$500,000) for each accident and property damage liability insurance, with limits of not less than (\$100,000) for each accident with medical pay coverage of (\$10,000) regardless of fault.



## SERVICE AGREEMENT

### EXHIBIT B

#### EXECUTIVE ORDER 11246 EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

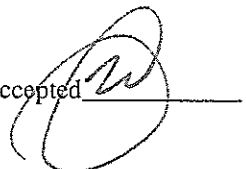
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, age (as applied to any person between the ages of 40 and 65 years), national origin or condition of handicap in any circumstances where employees or applicants are qualified for employment. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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 by the contracting officer setting forth the provisions of this non-discrimination clause.
2. 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, color, religion, sex, age, national origin or handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967 and shall post copies of the notice in conspicuous places to employees and applicants to employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliances with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.



## SERVICE AGREEMENT

Exhibit B  
Equal Opportunity Clause  
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7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

A handwritten signature in black ink, consisting of a stylized 'W' or similar character, enclosed within a large, loopy circular stroke.

SERVICE AGREEMENT

EXHIBIT C

CERTIFICATION OF NON SEGREGATED FACILITIES

The undersigned Contractor hereby certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It further understands and agrees that a breach of this clarification is and will be a violation of the Equal Opportunity Clause required by Executive Order 11246.

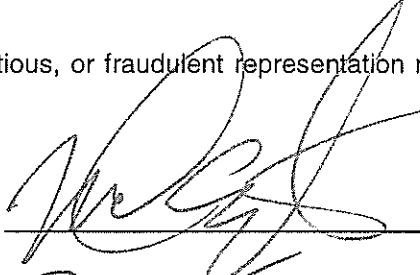
As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

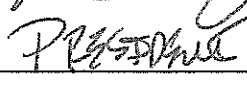
Except where the Contractor has obtained identical certifications from proposed subcontractors for specific time periods, it will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause. It will retain such certifications in its files and will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for the specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON SEGREGATED FACILITIES**

A Certification of Non segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

By:  \_\_\_\_\_

Title:  \_\_\_\_\_

Date:  \_\_\_\_\_

## EXHIBIT D

### SNOWPLOWING & SANDING SPECIFICATIONS - 2017 – 2019

**Property Address:** 7 Alfred Street, Woburn, MA

#### Snow Plowing, Shoveling & Sanding

1. It is imperative that the Contractor shall:

a.	Keep all fire lanes open at all times.
b.	Keep access to all fire hydrants open at all times.
c.	Keep access to all sprinkler stand-pipes open at all times.
d.	Keep all entrances, exits, walkways, drive lanes, directory signs and loading areas accessible during normal hours of business.
e.	Keep storm drains and catch basins clear at all times.
f.	Complete removal of snow in a timely fashion so as not to interfere with tenants operations or limit access during normal hours of business. <i>Note: Contractor shall confirm specific tenant operating hours upon commencement of contract.</i>
g.	Take all necessary steps not to wind-row snow against sidewalks, cars or any areas which will impede customers, tenants or emergency vehicles.

2. Contractor will stock pile snow only in those areas previously agreed upon with the Owner. If applicable, a site plan with high-pile areas will be provided. Snow shall never be piled so high as to obstruct a driver's vision as vehicles enter, exit or drive on the property.
3. Contractor is responsible for monitoring site conditions and determining when to initiate snow removal / sanding activities. Owner at its discretion shall have the right, but not the responsibility, to determine site conditions and initiate snow removal/sanding activities.
4. Should snow stock piles be such that it becomes necessary to truck snow off site, the Contractor shall obtain prior approval from the Owner.
5. The Contractor must provide contact information and be accessible 24 hours a day, 7 days a week by pager. Direct mobile number and home phone number of primary contact person must be provided.
6. The successful bidder will be awarded the contract in the form attached and must supply insurance certificates in the specified coverage amounts and meet the general conditions as outlined.
7. Entire width and length of walkways, entrances, steps and all other foot traffic areas must be kept completely free and clear of all snow and ice. All such areas will be checked daily (or more often if necessary) to monitor conditions and to determine if action is required.

**EXHIBIT D****Plowing & Sanding Specifications****2017 – 2019****Property Address:** 7 Alfred Street, Woburn, MA

8. Owner to supply calcium chloride for the walkways during snow events, Contractor shall apply as needed or upon Owner's request. Post storm applications will be billed at Contractor's agreed per hour labor rate. Rock salt shall not be used on any concrete or masonry surfaces.
9. Contractor will install and maintain throughout the season sufficient curb markers (snow stakes) indicating limits of plowable areas to allow accurate clearing of entire lot while minimizing plow damage. Snow stakes shall be straight steel reinforcement bars, (1/2 inch diameter by 5 feet high). The bars need to be painted (yellow throughout, blue at all catch basins, and red at all fire hydrants) and capped with a plastic protective cover. Materials to be used are subject to Owner's approval. Contractor shall replace damaged snow stakes as necessary and as directed by Owner at no added cost. Snow stakes must be installed no later than October 31<sup>st</sup> and removed no later than April 30<sup>th</sup>.

**Drive Lane, Fire Lane & Parking Area Sanding**

Sanding will be charged in four (4) categories:

<b>Spot Sanding:</b>	To be done when conditions require sanding over a fraction of the entire area. <i>(For example: Ice or snow melt areas where the water has accumulated and frozen, or where vehicle traffic has compacted the snow to a point where traction is minimal and plowing would be ineffective, etc.)</i>
<b>General Sanding:</b>	A typical operation where the entire area requires the application of sand. <i>(After a plowing operation, during light snow when the accumulation is slow and not yet plowable but treatment is needed to prevent injury or accident, etc.)</i>
<b>Sidewalk Sanding:</b>	As needed or upon request by Owner
<b>Heavy Sanding:</b>	To be done when a general sanding would be ineffective. <i>(During sleet and/or freezing rain or when plowing is not feasible, etc.)</i>

Sand / Salt mix must meet or exceed the standards and specifications set and currently used by the State of Massachusetts. The mix must consist of at least seven (7) parts sand to one (1) part salt (minimum salt content: 7:1). All sand must be free of foreign matter. Sand in storage must be protected from the weather.

**EXHIBIT D****Plowing & Sanding Specifications****2017 – 2019****Property Address:** 7 Alfred Street, Woburn, MA**General Notes & Comments:**

1. The Contractor will perform an inspection of the site upon award and submit a list or site plan to the Owner indicating existing damage to curbs, parking areas, utility covers or any other fixtures which could be construed as plow damage. The Contractor will be responsible for any damages not indicated on the list or plan which, in the opinion of the Owner, was caused by the snow removal activities of the Contractor.
2. The Contractor must take all necessary steps to avoid contamination of the site by spillage of fuels, lubricating oils, hydraulics fluids, or other hazardous materials. All Federal, State, and/or Local codes and ordinances for this work must be adhered to and any penalties, liabilities, arising from failure to so comply are the sole responsibility of the Contractor. Contractor will maintain a spill containment kit onsite at all times.
3. Contractor must provide an accurate equipment list and specify the number and type of vehicles that would be left on site (if applicable).
4. Contractor is responsible for the refilling of sand barrels located onsite (if applicable).
5. This Contract is for a complete job including, but not limited to, all labor, equipment, materials, subcontracts and other items required for the satisfactory completion of the work. Any work not completed by the Contractor which must be completed, or repaired by the Owner, will be back charged to the Contractor and deducted from its current payments.
6. All work shall be performed in strict compliance with all applicable provisions of the current O.S.H.A regulations. Violations of any such provisions thereof shall be the sole responsibility of the Contractor. The Owner, Owner's representative, heirs and successors shall be indemnified and held harmless by the Contractor for any actual or consequential damages or penalties that may arise therefrom. The Contractor shall immediately conform to all safety directives of Owner. The Contractor shall furnish, in advance of delivery, all M.S.D.S sheets for materials being utilized on the project to the Owner for pre-approval. Violation of any provisions of O.S.H.A requirements is in itself justification for termination.
7. Contractor must provide three references.

**EXHIBIT D****Plowing & Sanding Specifications****2017 – 2019****Property Address:** 7 Alfred Street, Woburn, MA**Contractor Notification Address:**

Company: \_\_\_\_\_ Outdoor Pride Landscape &amp; Snow Management

Address: \_\_\_\_\_ 500 Harvey Road

\_\_\_\_\_ Manchester, NH 03103

Phone: \_\_\_\_\_ 603-396-6522 Fax: \_\_\_\_\_ 603-625-1805

**On Call Contacts:**

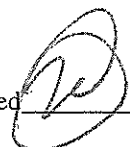
<u>Name</u>	<u>Pager #</u>	<u>Cell Phone #</u>	<u>Home #</u>
Brian Ducharme	~	603-716-6363	
Mike Santolucito	~	781-281-4655	

**Compensation:**

<b>Increments in Inches:</b>	<b>2017 – 2018 Price per Storm:</b>	<b>2018 – 2019 Price per Storm:</b>
0 to 3	\$770.00	\$770.00
4 to 6	\$1,117.00	\$1,117.00
7 to 9	\$1,396.00	\$1,396.00
10 to 12	\$1,745.00	\$1,745.00
13 to 16	\$2,181.00	\$2,181.00
17 to 20	\$2,617.00	\$2,617.00
21 to 24	\$3,010.00	\$3,010.00
> 24"	\$3,561.00	\$3,561.00
<b>Type of Sanding:</b>	<b>Price per Occurrence:</b>	
Spot Sanding	\$74.50	\$74.50
General Sanding	\$105.00	\$105.00
Heavy Sanding	\$125.00	\$125.00
Spot Straight Salt	\$77.50	\$77.50
General Straight Salt	\$125.00	\$125.00
Heavy Straight Salt	\$175.00	\$175.00

**Equipment Billing Rates:** The following rates will be charged for special equipment and personnel should conditions require.

<u>Description</u>	<u>2017 – 2018 Cost Per Hour</u>	<u>2018 - 2019 Cost Per Hour</u>
Laborer	\$45.00	\$45.00
Backhoe	\$85.00	\$85.00
Loader (3 ½ yd)	\$130.00	\$130.00
Loader (5 yd)	\$150.00	\$150.00
Bobcat	\$90.00	\$90.00



## **EXHIBIT D**

### **Plowing & Sanding Specifications**

2017 – 2019

Property Address: 7 Alfred Street, Woburn, MA

#### **Invoicing Notes:**

The price for snow plowing will be based on three inch increments and will **include** the cost to remove all snow and ice from **drive lanes, fire lanes, fire hydrants, fire department standpipe connections, parking areas, loading docks, walkways, entrances and steps:**

1. Fractional increments will be determined by the **lowest** whole inch. For example: 3¾" equals 3".
2. Invoicing must be submitted per storm, by property.
3. Accumulations will be determined by a recording station or weather bureau for the local area as chosen by Owner.
4. Snowfall accumulations will be determined by the storm. All invoices must indicate the approximate time and date of the start and finish of the storm.
5. Plowable Accumulation will be defined as snow / ice accumulation that reaches a point where one application of sand / salt would be ineffective.
6. Use of special equipment for removal of snow or activities beyond normal scope of contract **must** be previously approved by Owner prior to commencement.
7. Owner will remit 90% of invoiced amount within 30 days of receipt. 10% retainage will be returned upon completion of plow damage repairs and snow stake removal.

Should the Contractor, in the Owner's opinion, fail to make necessary repairs in a timely manner, the Owner may hire a separate Contractor, of the Owner's choice, to make said repairs. The retainage will be used to offset the cost of repairs plus a 15% Owner's administrative fee. Any retainage balance after said repairs are complete will then be returned to the Contractor. Costs greater than the retainage balance will be back charged to Contractor and are due to the Owner within 30 days of receipt.

8. Contractor assumes all responsibility for the repair of property damage which occurs as a result of Contractor's actions.

