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

DATE: 11/29/17

CONTRACT #: 8002257 **NIGP CODE:** 968000

CONTRACT FOR: Tree Removal, Pruning, Stump Grinding services

CONTRACTOR: Chippers **VENDOR CODE #:** 160589

SUBMITTED FOR ACCEPTANCE BY:

MATHEW STANTON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 11/29/17

****

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 11/29/17

****

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY
DATE 11/29/17

****

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES
DATE 11/30/17

Revised 11/6/17 PAR

Subject: Tree Removal, Pruning, Stump Grinding Services

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 Administrative Services		1.2 State Agency Address 25 Capitol Street Concord NH 03301	
1.3 Contractor Name Chippers INC.		1.4 Contractor Address 1241 Pomfret Rd. Woodstock VT, ~~05910~~ 05091	
1.5 Contractor Phone Number 1-802-457-5100	1.6 Account Number N/A	1.7 Completion Date 11/30/2020	1.8 Price Limitation $148,000.00
1.9 Contracting Officer for State Agency Mathew Stanton		1.10 State Agency Telephone Number 1-603-271-3235	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jason E. Eaton VP of Sales	

1.13 Acknowledgement: State of VT, County of Orange

On 11/28/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

Exp. 2/10/19

1.13.2 Name and Title of Notary or Justice of the Peace

John Thomas Keefe Sr.

1.14 State Agency Signature Date: 11/30/17	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

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

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Chippers INC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Tree Removal, Pruning, Stump Grinding Services in accordance with the bid submission in response to State Request for Bid 2033-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2033-18

3. TERM OF CONTRACT

This contract shall commence on December 1, 2017 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on November 30, 2020, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

General
Section A, work to be performed under section includes the pruning of trees.

Section B Includes the complete removal of dead or hazard trees.

Section C The contractor shall be required to remove stumps and exposed roots.

SPECIFICATION – SECTION A - TREE PRUNING SERVICE

PRUNING OF TREES – RESOURCES AND STANDARDS
Pruning of trees shall consist of the following classes of pruning as developed and referenced by the following resources:

- Tree Care Industry Association and follow the current American National Standard for Pruning of ANSI A300 Series of Standards for Tree Care Maintenance Operations. Information may be found at
  http://tcia.org/

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Tree Care Industry Association and follow the current American National Standard for Arboricultural Operations" – Safety Requirements: ANSI Z133.1 – Safety Standard. Information may be found at http://tcia.org/

- "Pruning Trees near Electric Utility Lines", available from Shigo and Trees Associates, LLC. Information may be found at www.shigoandtrees.com

A. CLASS 2 PRUNING

Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area.

B. CLASS 3 PRUNING

Hazard pruning shall consist of the removal of dead, diseased, decayed, and obviously weak branches

C. CLASS 4 PRUNING

Crown removal reduction pruning shall consist of the reduction of tops, sides, and individual limbs. It involves the removal of a parent limb or dominant leader at the point of attachment of a lateral branch.

- **With all classes of pruning listed above, all cuts shall be made as close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub
- ** Topping of trees is prohibited
- Contractor shall be required to **remove all pruned material, saw dust, debris and rake the work area clean**

SPECIFICATION – SECTION B - COMPLETE TREE REMOVAL SERVICE

TREE REMOVAL - COMPLETE

The complete removal of trees shall include the removal of (grinding of the) stumps and all exposed roots to a depth of six inches (6") below the adjacent ground surface. **Contractor shall be required to remove all tree components, ground material wood chips, debris and rake the work area clean.**

Whenever an agency has requested stump removal as part of section B, Contractor cannot charge separately for stump removal.

SPECIFICATION – SECTION C – STUMP GRINDING SERVICE

STUMP GRINDING

Work to be performed under Section C includes the removal of stumps and all exposed roots from trees that were not removed or as work performed under section B or were pre-existing. Stumps shall be ground to a level of six inches (6") below the adjacent existing ground surface. **Contractor shall be required to remove all ground material wood chips, debris and rake the work area clean**

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SPECIFICATION - STATE PROPERTY –REMOVAL (APPLIES TO ALL SECTIONS)

** All work stated above shall include the pickup and proper disposal of all removed wood at the conclusion of each work day, All tree limbs, branches, main trunks, timber, complete tree or any part thereof as a result of action in section A or B shall be removed from the work site and properly disposed of by the Contractor. Under no circumstances shall any of the items stated above be left at the work site or moved to any other site at the request of the state agency.

SPECIFICATION – REQUIREMENT OF RENTAL EQUIPMENT

Rental of specialized equipment (personnel lifts, chippers, cranes, etc.) required to complete the scope of work is to be provided by the Contractor. Rental of said equipment shall only be undertaken if the Contractor does not own the equipment needed or the Contractor's owned equipment is committed to work elsewhere at the time of the scheduled work. Costs for any rental equipment may be billed to the State with a maximum of ten percent (10%) markup. A copy of the dated invoice for any rental equipment shall be included with Contractor invoice package per Contract term.

SPECIFICATION – COMPANY OWNED CRANE

The Offer Section Also Makes A Provision For "Company Owned Crane" Rates On An Hourly Basis.

SPECIFICATION - WORK SITE - SAFETY, PROCEDURES, CONTROL AND PROTECTION OF TRAFFIC

General

- Contractor shall adhere to all current OSHA safety standards pertaining to tree maintenance and service and equipment.

- Contractor shall contact "Dig Safe" in advance of any stump grinding, tree removal or other work that may include digging in the earth. The toll free number for New Hampshire is - **888-DIG-SAFE (344-7233)**

- Contractor shall notify all area electrical utilities prior to commencing any pruning and/or other tree maintenance activities in the vicinity of any existing electrical overhead/underground utility services. **(See "SPECIFICATION – CONTRACTOR, AGENCY AND UTILITY COMMUNICATION".**

- Contractor shall adhere to all state, local and any other jurisdiction safety precautions and procedures

- Contractor shall adhere (when applicable to the NH DOT Traffic control sheets numbered TC-1 through TC-8, this information found at: http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/

- Contractor shall adhere to the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.

SPECIFICATION – EQUIPMENT AND CREW STAFFING:

General

A crew shall include proper staff and management equipped for the scope of work stated herein.

CREW SUPERVISION

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At least one experienced and responsible English speaking foreman shall be on-site at all times during performance of any work, with a crew large enough to carry out all services. The foreman is the Contractor's employee who is fluent in the English language and who leads and/or is responsible for the crew and is the project liaison between the Contractor and the authorized agency representative.

SPECIFICATION - REQUIREMENTS FOR CONTRACTOR PERSONNEL:

- All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

- Contractor shall have at least one (1) full time employee qualified as a Certified Arborist. They shall be certified by the New Hampshire Arborists Association or the International Society of Arboriculture (ISA). The Contractor shall maintain at least one (1) Certified Arborist on staff for the term of the Contract and any extension.

- Contractor shall provide identification badges to each employee. The badge shall be displayed on the outside of the employee's clothing. The badge shall display the employee's full name and Contractor's name.

- Contractor shall remove from the work crew any of its personnel who are, in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The authorized agency representative may direct that the Contractor replace offending personnel at once.

- The authorized agency representative may request the replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility and its population. There shall be no consumption of alcoholic beverages or drugs while on State property or at any time during the work day.

- Contractor's personnel must observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the Contractor or its personnel represent themselves as employees of the State.

- All Contractors' employees may be subject to such security clearance as required by the State Contract Manager. The Contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

SPECIFICATION – CONTRACTOR, AGENCY AND UTILITY COMMUNICATION:

- *Contractor shall cooperate with the utility owners concerned and shall notify them not less than one (1) day in advance of beginning work, except immediately in advance during emergency operations, of the time proposed to perform any work that will endanger or affect their facilities or the public.*

SPECIFICATION - WORK SCHEDULES AND WORK HOURS

General

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Contractor shall be required to respond to two (2) schedules, as determined by the authorized agency representative, due to weather or existing road conditions, which will be effective throughout the duration of the contract period. Specifically, each schedule is defined as follows:

SECTION A - NORMAL WORK SCHEDULE:

- The authorized agency representative, will notify the Contractor prior to the starting date for the tree trimming or tree removal and or stump removal operation. If contact with the **Contractor** is not completed with the initial call, a message will be left with the answering party and the **Contractor** will return the call to the authorized agency representative, within twenty-four (24) hours following the initial call.

- At this time, the authorized agency representative, will designate the work site and assignment to the Contractor who must then commence work operations at the designated site no later than the third State business day thereafter **unless** an alternative work schedule greater than ten (10) state business days is agreed to between the Contractor and the authorized agency representative.

- Contractor will be required to conduct its operations, unless otherwise approved by the authorized agency representative, on consecutive State business days, until the designated work assignment is completed.

SECTION B - EMERGENCY (CALL OUT) WORK SCHEDULE

I. On occasion, due either to unnatural or natural causes, a hazardous condition may exist which imposes an extreme potential danger, in the opinion of the authorized agency representative, to life or property, therefore requiring immediate attention. In such cases the authorized agency representative will contact the Contractor. If contact with the Contractor is not completed with the initial call, a message will be left with the answering party and the contractor will be required to return the call to the authorized agency representative within fifteen (15) minutes.

II. At this time, the authorized agency representative will define the designated work site and nature of the emergency work to the Contractor who must then report to the work site to commence work operations within the following time frame.

   - Not to exceed five (5) hours for Grafton, Carroll, Belknap, Sullivan, Merrimack, Rockingham, Hillsborough, Strafford and Cheshire.
   - Not to exceed eight (8) hours for Coos County

III. The Contractor utilized will be assured a minimum of four (4) hours payment for emergency work call-out.

SECTION C - WORK HOURS

I. Contractor shall report to the job site at the requested time, ready to begin the required scope of work.

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II. Contractor will observe official State holidays. All hours the Contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	**PRESIDENTS DAY**
MARTIN LUTHER KING'S DAY	**VETERAN'S DAY**
MEMORIAL DAY	**THANKSGIVING DAY**
INDEPENDENCE DAY	**DAY AFTER THANKSGIVING**
LABOR DAY	**CHRISTMAS DAY**

The following work hour categories shall be established and followed when establishing crew rates for solicitation offer and any Contract billing process

- STANDARD WORK HOURS - MONDAY – FRIDAY 6:00 AM -6:00 PM - EXCLUDING STATE HOLIDAYS
- WEEK NIGHT WORK HOURS - MONDAY – FRIDAY 6:01 PM - 5:59 AM - EXCLUDING STATE HOLIDAYS
- SATURDAY WORK HOURS - 12:01 AM – 12:00 PM
- SUNDAY & HOLIDAY WORK HOURS - 12:01 AM – 12:00 PM

III. SUSPENSION OF WORK:
The State reserves the rights to halt, stop, and/or suspend all work immediately if services provided are not performed to the satisfaction of the authorized agency representative

All services performed under this Contract(s) shall be performed between the hours of 6:00 A.M. and 6:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the

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necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide Tree Removal, Pruning, Stump Grinding Services, strictly pursuant to, and in conformity with, the specifications described in State RFB #2033-18, as described herein, and under the terms of this Contract.

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

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a

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Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

USAGE REPORTING:

The Contractor will be required to submit quarterly reports in a tabular format such that the analysis can be made to determine the following.

I. Contract number
II. Utilizing AGENCY name and address
III. Agency location , authorized agency representative name and telephone number
IV. Amount of Us Dollars spent for period with contractor broken out by service as stated in the offer section

A reporting form will be provided to each contractor upon award. These reports will cover the following time periods, and must be sent to the Purchasing agent stated no more than fifteen (15) days after the end of the identified period. All reports must be sent via email to the following address or such address as designated from time to time. Mathew.Stanton@nh.gov

REPORTING PERIODS:

The first report must be received by the 15th of the month following the end of each quarter and quarterly thereafter in accordance with the following schedule:

1st Quarter - December – February
2nd Quarter – March – May
3rd Quarter – June – August
4th Quarter – September – November

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EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Tree Removal, Pruning, Stump Grinding services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $148,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

This contract may have counties where awards have been made to multiple contractors. The contact will be designated under the award table and listed as **Primary Contact, Secondary Contact and Sole.** In the case when a primary contractor's quote exceeds $3,000.00 and a secondary contractor is named the agency must obtain a quote from the secondary contractor. In the case when the contractor is the Sole assigned contractor and their quote exceeds $3,000.00 the agency must obtain a quote form an outside contractor.

2. PRICING STRUCTURE

Contact Position		**Secondary**	**Secondary**
		Belknap	**Carroll**
DESCRIPTION	**UNIT / HR**	**CREW PRICE- $ / HR**	**CREW PRICE- $ / HR**
SECTION A TREE PRUNING	STANDARD WORK HOURS	$170.00	$170.00
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	$170.00	$170.00
SECTION A TREE PRUNING	SATURDAY WORK HOURS	$190.00	$190.00
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	$190.00	$190.00
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	$170.00	$170.00
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	$170.00	$170.00
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	$190.00	$190.00
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	$190.00	$190.00
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	$100.00	$100.00
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	$190.00	$190.00

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Contact Position		Primary	Secondary
		Sullivan	Merrimack
DESCRIPTION	**UNIT / HR**	**CREW PRICE- $ / HR**	**CREW PRICE- $ / HR**
SECTION A TREE PRUNING	STANDARD WORK HOURS	$190.00	$190.00
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	$190.00	$190.00
SECTION A TREE PRUNING	SATURDAY WORK HOURS	$200.00	$200.00
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	$200.00	$200.00
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	$190.00	$190.00
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	$190.00	$190.00
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	$200.00	$200.00
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	$200.00	$200.00
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	$100.00	$100.00
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	$100.00	$100.00
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	$190.00	$190.00

Contact Position		Sole
		Grafton
DESCRIPTION	**UNIT / HR**	**CREW PRICE- $ / HR**
SECTION A TREE PRUNING	STANDARD WORK HOURS	$190.00
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	$190.00
SECTION A TREE PRUNING	SATURDAY WORK HOURS	$200.00
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	$200.00
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	$190.00
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	$190.00
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	$200.00

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SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	$200.00
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	$100.00
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	$100.00
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	$100.00
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	$100.00
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	$190.00

3. PRICING QUOTATIONS AND AGENCY COMMUNICATION

AGENCY SERVICE COMMUNICATION & FORMAT:

I. SERVICE ORDERING - COMMUNICATION PROCEDURE – Authorized agency representatives will contact the Contractor and request a meeting to review the site and scope of work the agency intends to accomplish.

II. After the site review and the scope of work has been discussed, the Contractor will provide a **written estimate** to the authorized agency representative incorporating Contract rates and fees for the services requested. The Contractor will also state the lead time needed to start the scope of work. The Contractor shall supply the written estimate within three (3) calendar days of the site review and scope of work review.

III. If the estimate submitted from the primary Contractor exceeds $3,000.00, the Authorized agency representative must obtain a **written estimate** from the secondary Contractor and the work will be awarded to the lower of the two (2) **written estimates,** assuming all requirements of the scope of work can be met by both vendors.

IV. The use of subcontractors does **not** relieve the CONTRACTOR from the responsibility of meeting the deliverables as stated in the written estimate.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

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EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT D

RFB #2033-18 is incorporated here within.

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