

# STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

VENDOR URBAN TREE SERVICE

CONTRACT: STATEWIDE TREE PRUNING, REMOVAL & STUMP GRINDING SERVICE  
CONTRACT

EFFECTIVE THROUGH 11/30/17

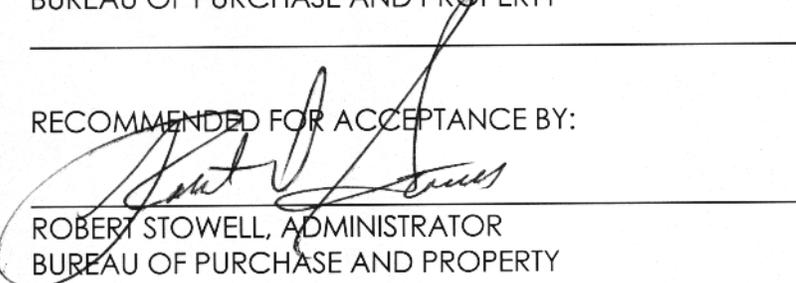
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SUBMITTED FOR ACCEPTANCE BY:

  
ROBERT LAWSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/18/14

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

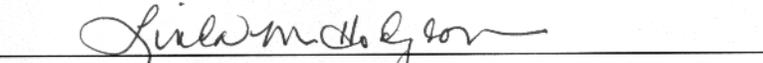
DATE 11/21/14

ENDORSED FOR ACCEPTANCE BY:

  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER,  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/24/14

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.

  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/1/14

Subject: TREE PRUNING, REMOVAL & STUMP GRINDING – STATEWIDE CONTRACT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name A Tree Health Company, Inc. / DBA Urban Tree Service		1.4 Contractor Address 119A Walnut St., Rochester, NH 03866-1631	
1.5 Contractor Phone Number 603 332-1246	1.6 Account Number	1.7 Completion Date November 30, 2017	1.8 Price Limitation \$50,000.00
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature <i>Edward Hawkins</i>		1.12 Name and Title of Contractor Signatory EDWARD HAWKINS, PRESIDENT	
1.13 Acknowledgement: State of _____, County of _____ On 11-18-14, 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. <i>Fern M. Brennan</i>			
1.13.1 Signature of Notary Public [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace <b>FERN M. BRENNAN</b> Notary Public, New Hampshire My Commission Expires February 6, 2016	
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services	
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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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**Department of Administrative Services**  
**Tree Pruning, Removal & Stump Grinding – Statewide Contract**

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

Urban Tree Service (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Tree Pruning, Removal & Stump Grinding Services in accordance with NH State Bid #1677-15 and as described herein for the counties of Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Rockingham, and Strafford.

**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 Schedule
- d. EXHIBIT C            Special Provisions
- e. EXHIBIT D            RFB 1677-15

**3. TERM OF CONTRACT**

This Contract shall commence upon the approval of Commissioner of the Department of Administrative Services through November 30, 2017, a period of approximately thirty six (36) months. The Contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Bureau of Purchase and Property, subject to the approval of the Commissioner of the Department of Administrative Services; however the Contract shall not exceed a period of more than five (5) years.

All services shall remain in effect from the commencement of the Contract to the initiation of a future Contract, not to exceed 90 days without a formal Contract extension.

**4. TERMINATION**

The State of New Hampshire shall have the right to terminate the Contract at any time by giving the Contractor a thirty (30) day written notice.

**5. PURCHASE OUTSIDE OF CONTRACT**

The State reserves the right to Contract for these services outside of the awarded Contract where it is deemed appropriate by the State.

**6. ELIGIBLE PARTICIPANTS**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, shall be eligible to participate at their discretion. In doing so, they shall be entitled to the prices established under the Contract. However, they shall be responsible for their association with the Contractor. The State of New Hampshire shall assume no liability of any kind between the successful Contractor and any of these entities.

**7. ESTABLISHMENT OF ACCOUNTS**

Each State of New Hampshire agency shall have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency request service under the Contract, the Contractor agrees to establish an account within three (3) working days from the date the order is placed. However, there shall be no delay in any service; the agency shall receive the requested service as if an account already exists for them.

**8. ABILITY TO PROVIDE**

The Contractor shall be capable of providing each State of New Hampshire agency and eligible participant with Tree Pruning, Removal & Stump Grinding Services without any delay or substitution.

**9. SERVICE ORDERING PROCEDURE**

- I. Authorized agency representatives shall 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 shall provide a **written estimate** to the authorized agency representative incorporating the pre established contract rates and fees for the services requested. The Contractor shall also state the lead time needed to start the scope of work. The Contractor shall supply the written estimate within 3 calendar days of the site review and scope of work review.

III. The intent of this contract is to facilitate small to medium transactions, therefore any transaction shall not exceed \$15,000.00. Any scope of work requested by an agency or written estimate offered by the contractor in excess of \$15,000.00 shall be handled separately from this contract.

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

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

**10. AUDITS AND ACCOUNTING**

The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of the Contract.

**11. CONFIDENTIALITY & CRIMINAL RECORD**

If required, by the using agency, the Contractor will have signed by each employee or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**12. SCOPE OF SERVICES – GENERAL REQUIREMENTS**

Contractor shall provide Tree Pruning, Removal & Stump Grinding Services according to the requirements and specifications of this Contract.

**13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall do all the work and furnish all the materials, tools, equipment, safety devices, transportation and permits necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this Contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.

The Contractor shall take all responsibility for the work under this Contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders.

The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**14. USAGE REPORTING**

The CONTRACTOR shall 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 the Contractor upon approval of the Contract. These reports will cover the following time periods, and shall be sent to the Purchasing Agent no more than fifteen (15) days after the end of the identified period.

**15. REPORTING PERIODS:**

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

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

**16. SPECIFICATION –TYPES OF SERVICE (SCOPE OF WORK)**

**General**

**Section A**, work to be performed under section “A” 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.

**17. 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 to 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/>
- Tree Care Industry Association to 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](http://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
- The Contractor shall be required to **remove all pruned material, saw dust, debris and rake the work area clean**

**18. SPECIFICATION – SECTION B - COMPLETE TREE REMOVAL SERVICE**

**TREE REMOVAL - COMPLETE**

The complete removal of trees shall include the removal of (grinding of) stumps and all exposed roots to a depth of 6" below the adjacent ground surface. **The 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, the Contractor shall not charge separately for stump removal.

**19. 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 6 inches below the adjacent existing ground surface. **The Contractor shall be required to remove all ground material wood chips, debris and rake the work area clean.**

**20. 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.**

**21. 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 10 percent markup. A copy of the dated invoice for any rental equipment shall be included with Contractor invoice package per contract term.

**22. SPECIFICATION – COMPANY OWNED CRANE**

Contractor may invoice the State for use of any "Company Owned Crane" using the rates contained in the pricing tables.

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

**General**

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

- The Contractor shall adhere to all State, local and any other jurisdiction safety precautions and procedures.
- The 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/>
- The Contractor shall adhere to the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.

**24. SPECIFICATION – EQUIPMENT AND CREW STAFFING:**

**General**

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

**Crew Supervision**

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 contract 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.

**25. 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.
- The 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.

- The 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.
- The Contractor's personnel shall 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.

**26. SPECIFICATION – CONTRACTOR, AGENCY AND UTILITY COMMUNICATION:**

- ***The 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.***

**27. SPECIFICATION - WORK SCHEDULES AND WORK HOURS**

**General**

The 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 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 shall then commence work operations at the designated site no later than the third State business day thereafter **unless** an alternative work schedule is mutually agreed to between the Contractor and the authorized agency representative.
  
- The Contractor shall 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.

**28. 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 shall be left with the answering party and the Contractor shall be required to return the call to the authorized agency representative within 15 minutes.
  
- II. At this time, the authorized agency representative shall define the designated work site and nature of the emergency Work to the Contractor who shall then report to the work site to commence work operations within the following time frame.
  - Not to exceed 5 hours for Grafton, Carroll, Belknap, Sullivan, Merrimack, Rockingham, Hillsborough, Strafford and Cheshire.
  - Not to exceed 8 hours for Coos County

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

**29. SECTION C - WORK HOURS**

- I. The Contractor shall report to the job site at the requested time, ready to begin the required scope of work.
- II. Contractor shall observe official State holidays. All hours the Contractor is required to work on a State holiday shall be considered as Sunday or holiday work hours. The following State holidays shall be observed:

<b>NEW YEARS DAY</b>	<b>PRESIDENTS DAY</b>
<b>MARTIN LUTHER KING'S DAY</b>	<b>VETERAN'S DAY</b>
<b>MEMORIAL DAY</b>	<b>THANKSGIVING DAY</b>
<b>INDEPENDENCE DAY</b>	<b>DAY AFTER THANKSGIVING</b>
<b>LABOR DAY</b>	<b>CHRISTMAS DAY</b>

The following work hour categories shall be established and followed when generating any contract billing:

- 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

**30. 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.

**GLOSSARY OF TERMS**

Terms used in this document are defined as follows:

- I. **AGENCY** – means any department, commission, board institution, bureau or office of the State of New Hampshire, or any other entity by whatever name called that has been established as part of the State in the constitution, statutes, session law or executive orders of the State of new Hampshire, to the extent not exempt or excluded from making purchases or other acquisitions through the divisions
- II. **AUTHORIZED AGENCY REPRESENTATIVE** – means the individual responsible for the completion, approval and State acceptance of all the deliverables requested under the scope of work as set forth at the inception of the project.
- III. **ADDENDUM** – written clarification or revision of this solicitation issued by the Bureau of Purchase and Property.
- IV. **ALL INCLUSIVE (FULLY LOADED) HOURLY RATE** – An hourly rate comprised of all direct and indirect cost including but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, ancillary materials, supplies, management support and all documents, forms, and reproductions thereof.
- V. **BIDDER** – means a person or association that submits a timely response to a request for bid, quote or proposal.
- VI. **BUREAU** – Bureau of Purchase & Property.
- VII. **CONTRACT** – means this RFB, any addendum to this RFB, the bidders bid offer submitted in response to this RFB and any notice of contract issued as a result of this RFB.

- VIII. **CONTRACTOR** – the contractor is the bidder awarded a contract.
- IX. **NOTICE OF CONTRACT** - means a statement issued by the Bureau announcing the specifics of a contract that has been awarded for services.
- X. **REQUEST FOR BID** – means an invitation identified by the State as an RFB wherein persons or associations are invited to submit an offer to provide specified commodities or services to the State at a price proposed by the bidder.
- XI. **STATE** – State of New Hampshire.
- XII. **SUBCONTRACTOR** – an entity having an arrangement with a State contractor, where the State contractor uses the products and or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all its [ The contractors] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship to the State, only with the contractor.

**EXHIBIT B**  
**PAYMENT TERMS**

The Contract price limitation for this Contract is \$ 50,000.00. The following pricing and payment terms apply:

The Contractor shall provide Tree Pruning Removal & Stump Grinding Services at the rates contained in **EXHIBIT B – RATE TABLES**.

**FULLY LOADED HOURLY RATES:**

Hourly Rates are "all inclusive" and in US dollars. Hourly Rates shall include all labor, transportation, equipment, disposal fees, overhead, profit, ancillary equipment, materials and supplies, all direct and indirect costs, clerical support, per diem, safety equipment, management support and all other costs.

Hourly Rates **shall not include** mileage or travel cost. The State shall not be charged for mileage and/or labor charges during travel time.

Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.

**INVOICING**

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

**RENTING OF EQUIPMENT**

Costs for any rental equipment may be billed to the State with a maximum of 10 percent markup to the rental fee. A copy of the dated invoice for any rental equipment shall be included with the Contractor invoice package.

**COMPANY OWNED CRANE**

Contractor may invoice the State for the use of any "Company Owned Crane" using the rates contained in the pricing tables.

**EMERGENCY CALL-OUT**

If the Contractor is called to respond to an "Emergency" situation the Contractor shall be assured a minimum of four (4) hours payment.

**WORK HOUR CATEGORIES**

The following work hour categories shall be established and followed when establishing contract billing:

- 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

**HOLIDAY WORK HOURS**

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

<b>NEW YEARS DAY</b>	<b>PRESIDENTS DAY</b>
<b>MARTIN LUTHER KING'S DAY</b>	<b>VETERAN'S DAY</b>
<b>MEMORIAL DAY</b>	<b>THANKSGIVING DAY</b>
<b>INDEPENDENCE DAY</b>	<b>DAY AFTER THANKSGIVING</b>
<b>LABOR DAY</b>	<b>CHRISTMAS DAY</b>

**EXHIBIT B, RATE TABLES**

**BELKNAP COUNTY**

HOURLY RATES WITHIN SERVICE AREA - BELKNAP COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$130.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$130.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$155.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$155.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$160.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$160.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$200.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$150.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$75.00 / HOUR

**CARROLL COUNTY**

HOURLY RATES WITHIN SERVICE AREA - CARROLL COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$135.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$135.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$178.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$221.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$150.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$75.00 / HOUR

**CHESHIRE COUNTY**

HOURLY RATES WITHIN SERVICE AREA - CHESHIRE COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$180.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$180.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$230.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$230.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$275.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$357.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$357.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$395.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$225.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$110.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$110.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$110.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$110.00 / HOUR

HILLSBOROUGH COUNTY

HOURLY RATES WITHIN SERVICE AREA - HILLSBOROUGH COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$158.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$158.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$250.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$250.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$180.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$75.00 / HOUR

**MERRIMACK COUNTY**

HOURLY RATES WITHIN SERVICE AREA - MERRIMACK COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$135.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$135.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$158.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$158.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$200.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$200.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$190.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$90.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$90.00 / HOUR

**ROCKINGHAM COUNTY**

HOURLY RATES WITHIN SERVICE AREA - ROCKINGHAM COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$140.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$140.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$195.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$195.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$150.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$75.00 / HOUR

**STRAFFORD COUNTY**

HOURLY RATES WITHIN SERVICE AREA - STRAFFORD COUNTY		
DESCRIPTION	UNIT / HR	CREW PRICE- \$ / HR
SECTION A TREE PRUNING	STANDARD WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	WEEK NIGHT WORK HOURS	\$120.00 / HOUR
SECTION A TREE PRUNING	SATURDAY WORK HOURS	\$140.00 / HOUR
SECTION A TREE PRUNING	SUNDAY & HOLIDAY WORK HOURS	\$140.00 / HOUR
SECTION B, TREE REMOVAL	STANDARD WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	WEEK NIGHT WORK HOURS	\$175.00 / HOUR
SECTION B, TREE REMOVAL	SATURDAY WORK HOURS	\$195.00 / HOUR
SECTION B, TREE REMOVAL	SUNDAY & HOLIDAY WORK HOURS	\$195.00 / HOUR
COMPANY OWNED CRANE USE	***FULLY LOADED RATE	\$135.00 / HOUR
SECTION C - STUMP GRINDING	STANDARD WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	WEEK NIGHT WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SATURDAY WORK HOURS	\$75.00 / HOUR
SECTION C - STUMP GRINDING	SUNDAY & HOLIDAY WORK HOURS	\$75.00 / HOUR

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

**EXHIBIT D**

**RFB 1677-15 is incorporated herewith.**