

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

DATE: 8/3/15

COMMODITY: SPOT HERBICIDE APPLICATION FOR CONTROL OF INVASIVE PLANTS AND POISON IVY

CONTRACT NO.: 8001839

NIGP: 926-1500

CONTRACTOR: VEGETATION CONTROL SERVICES, INC. VENDOR #: 161374  
2342 MAIN STREET  
ATHOL MA 01331

**SUBMITTED FOR ACCEPTANCE BY:**

Alan Hofmann  
ALAN HOFMANN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY

DATE 8/3/15

\*\*\*\*\*

**RECOMMENDED FOR ACCEPTANCE BY:**

Robert Stowell  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

DATE 8/4/15

\*\*\*\*\*

**ENDORSED FOR ACCEPTANCE BY:**

Lisa M. Pollard  
LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8-12-15

\*\*\*\*\*

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

Vicki Quiram  
VICKI QUIRAM, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8/11/15

\*\*\*\*\*

NOTE: Please note the attached price comparison from the previous contract.  
Vegetation Control only was awarded the four counties from 2011 to 2014  
30% Administrative rate decrease  
2.5 - 6% Supervisor rate decrease  
13 - 20% Crew Member rate decrease

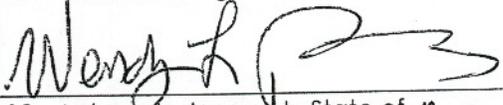
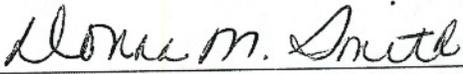
Subject: CONTRACT – SERVICES – HERBICIDE APPLICATION / TREATMENT

**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 State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.2 Contractor Name Vegetation Control Service, Inc.		1.4 Contractor Address 2342 main Street, Athol Ma. 01331	
1.5 Contractor Phone # 978-249-5348	1.6 Account Number	1.7 Completion Date May 31, 2018	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Alan Hofmann, Purchasing Manager		1.10 State Agency Telephone Number 603-271-2550	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Wendy H. Priestley Asst - Treasurer	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of _____ On <u>7/20/15</u> , 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Donna M Smith</u> <u>Branch Supervisor</u> <u>Athol Savings Bank.</u> <u>my Commission expires April 10, 2016</u>			
1.14 State Agency Signature <u>Vicki V. Quiram</u> <u>8/11/15</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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) 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.

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.

Contractor Initials   
Date 7/20/15

## 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.

**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**

**PURPOSE**

Vegetation Control Services 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 Herbicide Application / Treatment Services in accordance with the bid submission in response to State Request for Bid #1763-15 and described herein.

**TERM**

This contract shall commence on the date approved by the Commissioner of Administrative Services and terminates on May 31, 2018. The Contract may be extended for an additional two (2) years 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.

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.

**DAMAGE**

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 their expense.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED**

**TRANSACTIONS**

The Contractor certifies, by submission 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.

**CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**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 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

Contractor Initials

Date

*MJK*  
7/20/15

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
HERBICIDE APPLICATION / TREATMENT  
EXHIBIT A  
SCOPE OF SERVICES

**CONTRACT ADMINISTRATION**

**CONTRACTOR CONTRACT MANAGER**

Company Name: Vegetation Control Services, Inc.  
Address: 2342 Main Street  
Athol MA 01331  
Contract Manager: Andrew Powers  
Telephone: 800-323-7706  
Facsimile : 508-868-3994  
E-mail : apowers@vegetationcontrol.com

**STATE CONTRACT MANAGER**

Contract Manager: Alan Hofmann  
Title: Purchasing Manager  
Address: 25 Capitol Street  
State House Annex, Room 102  
Concord, New Hampshire 03301  
Telephone: 603-271-2550  
Facsimile : 603-271-2700  
Email: alan.hofmann@nh.gov

## **SCOPE OF SERVICES:**

The purpose of this Contract is to provide all labor, tools, transportation, equipment, and permits as necessary to provide the required level of services as described herein. The scope of work shall include spot herbicide application for control of invasive plants and poison ivy as needed for the entire State of New Hampshire.

### **Treatment Areas:**

Treatment areas will be widely scattered. Those occurring along roadside rights-of-way or other developed portions of state lands (e.g., boat access sites, waysides, recreational areas) will generally be less than one (1) contiguous acre in size. Those on undeveloped state-owned properties (e.g., state forests, wildlife management areas, etc.), will be of varying size from less than one (1) acre to ten (10) acres or more. Number and size of treatment areas within the state will vary in any given year. Treatment areas will occur in a variety of upland and wetland habitats. Target plants shall include poison ivy and invasive plants such as those listed in Table 3800.1 (New Hampshire Prohibited Invasive Species List) of CHAPTER AGR 3800 INVASIVE SPECIES. The invasive plants that will most often be targeted include Japanese knotweed, purple loosestrife, common reed, spotted knapweed, perennial pepperweed, autumn olive, Oriental bittersweet, bush honeysuckle, and common and glossy buckthorn. The Contractor must be competent in the identification of invasive plants and poison ivy.

### **Materials:**

The Contractor shall provide all herbicides and adjuvants. Selected herbicide(s) will be based on habitat type and target species, and shall be post-emergent herbicides having little or no soil activity. Selective herbicides shall be favored over non-selective whenever possible. The Contractor shall observe and follow all herbicide label precautions, restrictions, and recommendations of the chemicals being applied except in the instances described in Administrative Rule PES 502.01 (available online at <http://agriculture.nh.gov/rules/index.htm>). The Contractor shall observe and follow all applicable Federal and State regulations on the storage, transport, handling, mixing, use, and application of the herbicide being used. Current and up-to-date labels and MSDS sheets of all chemicals being applied on State property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

Rates for materials utilized to complete herbicide applications shall be verified by dated receipts, referencing the specific location. Invoicing shall be done by dated cost receipts plus 10 percent.

### **Method of Treatment:**

Treatment areas may require any of the following methods:

**Chemical:** Foliar Spray; Stem Injection; Basal Bark

**Chemical/Mechanical:** Cut Stump/Stem; Frill & Girdle

After consultation with the requesting agency regarding areas to be treated, the Contractor shall inspect said designated areas. The method of treatment and timing of application shall then be discussed and agreed upon by the Contractor and requesting agency before work begins. Contractor is expected to provide all equipment needed for foliar spray, stem injection, basal bark, cut stem, and frill & girdle treatments. Application methods and timing of application will vary depending on target species, size of treatment area, and the presence of any sensitive resources such as wetlands or species of concern.

If an application method requires cutting the target species, cutting will be the responsibility of the Contractor, and application of herbicide to cut surface shall occur within five minutes of cutting. Removal and proper disposal of cut vegetation shall be the responsibility of the Contractor.

All appropriate measures, such as those outlined in Best Management Practices for Roadside Invasive Plants (<http://www.nh.gov/dot/org/projectdevelopment/environment/units/technicalservices/documents/BMPsforRoadsideInvasivePlants.pdf>), will be implemented by the Contractor to avoid the spread of prohibited invasive plants to new sites while working.

Herbicides shall not be applied during adverse or non-optimal weather conditions recommended for the application method and target species. Emphasis will be placed on ensuring the application will minimize exposure to people, facilities, and the surrounding environment. Impact to non-target species shall be avoided or minimized to the maximum extent possible.

Following the initial treatment, at least 90 percent control of the target species shall be achieved after the first 60 days within a growing season have passed. Growing season shall be defined as the period of time between the last freeze in the spring and the first frost in the fall. Control shall be measured by percent cover of living foliage. If control standards are not met, follow up treatment on all remaining stems will be required at no additional cost to the State.

**Permitting:**

If the treatment area will require a permit from the NH Division of Pesticide Control for the application of herbicide, applying for the permit will be the responsibility of the Contractor.

**Reporting:**

Within 30 days of the initial treatment, the Contractor shall submit to the requesting agency a written report of each herbicide application. The report shall include date and time of application; names and pesticide application license numbers of all applicators; copy of NH pesticide permit application package and permit (if applicable), applied chemical mixture data including the mixture constituent chemical names (to include any adjuvants or surfactants), concentration, and target rate; weather information including temperature and wind conditions; coordinates of target area(s); and target plant(s).

**Inspection of work:**

All areas treated will be inspected for results by the requesting agency. Inspections will take place after 60 days within a growing season have passed following initial treatment. Treatment areas not meeting control requirements shall require remedial treatment on all remaining living foliage at the expense of the Contractor.

The requesting agency reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with contract requirements. All deficiencies, hazards, or safety associated with the Contractor's herbicide application shall be corrected at the expense of the Contractor.

**General:**

The Contractor will respond to the agency's initial request within 2 business days to schedule an appointment and Spot herbicide applications shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each site/facility at least ten (10) days prior to each period.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the requesting agency. Any deviation in work hours shall be pre-approved by the requesting agency. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held to review proposed work with the requesting agency. The conference will be arranged by the requesting agency (State).

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

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place 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 necessary corrections, the requesting agency 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 deemed

incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the requesting agency. The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

## EXHIBIT B

### CONTRACT PRICE

The Contractor hereby agrees to provide Herbicide Application / Treatment 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 \$250,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as May 31, 2018.

### PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within ten (10) business days. The quoted hourly rates shall not exceed the rates established under this contract.

### 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.

VENDOR	VEGETATION CONTROL SERVICE INC.				
	COOS	GRAFTON	CARROLL	BELKNAP	SULLIVAN
<b>ADMINISTRATIVE RATE PER HOUR</b>	58.00	58.00	58.00	58.00	58.00
<b>SUPERVISOR RATE PER HOUR</b>					
FOLIAR SPRAY	112.00	112.00	112.00	106.00	106.00
STEM INJECTION	102.00	102.00	102.00	96.00	96.00
BASAL BARK	102.00	102.00	102.00	96.00	96.00
CUT STEM	102.00	102.00	102.00	96.00	96.00
FRILL & GIRDLE	102.00	102.00	102.00	96.00	96.00
<b>CREW MEMBER RATE PER HOUR</b>					
FOLIAR SPRAY	81.00	81.00	81.00	75.00	75.00
STEM INJECTION	81.00	81.00	81.00	75.00	75.00
BASAL BARK	81.00	81.00	81.00	75.00	75.00
CUT STEM	81.00	81.00	81.00	75.00	75.00
FRILL & GIRDLE	81.00	81.00	81.00	75.00	75.00
	MERRIMACK	STRAFFORD	CHESHIRE	HILLSBOROUGH	ROCKINGHAM
<b>ADMINISTRATIVE RATE PER HOUR</b>	58.00	58.00	58.00	58.00	58.00
<b>SUPERVISOR RATE PER HOUR</b>					
FOLIAR SPRAY	100.00	106.00	100.00	100.00	100.00
STEM INJECTION	90.00	96.00	90.00	90.00	90.00
BASAL BARK	90.00	96.00	90.00	90.00	90.00
CUT STEM	90.00	96.00	90.00	90.00	90.00
FRILL & GIRDLE	90.00	96.00	90.00	90.00	90.00
<b>CREW MEMBER RATE PER HOUR</b>					
FOLIAR SPRAY	69.00	75.00	69.00	69.00	69.00
STEM INJECTION	69.00	75.00	69.00	69.00	69.00
BASAL BARK	69.00	75.00	69.00	69.00	69.00
CUT STEM	69.00	75.00	69.00	69.00	69.00
FRILL & GIRDLE	69.00	75.00	69.00	69.00	69.00

Contractor Initials *WJP*  
Date *7/20/12*

**EXHIBIT C**

**SPECIAL PROVISIONS**

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"

There are no other special provisions of this contract.

Contractor Initials *WJP*  
Date *7/26/15*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group LLC 155B Otis Street Northborough MA 01532		<b>CONTACT NAME:</b> Carole Uhler <b>PHONE (A/C, No, Ext):</b> 781-596-8919 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Vegetation Control Service Inc. dba Baystate Forestry Service;The Kenerson Group 2342 Main Street Athol MA 01331		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: Ohio Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 14-15 Renewal REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA5076396-12	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250000 MED EXP (Any one person) \$ 15000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA5076403-12	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUA5076405-12	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 10,000,000
B	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			\$5,000,000 Excess- ECO (15) 54632535	12/31/2014	12/31/2015	AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5076406-12	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CIM5080130-12	12/31/2014	12/31/2015	Limit \$300,000

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

**CERTIFICATE HOLDER** **CANCELLATION**

State of New Hampshire Administrative Services Purchasing Agent, Alan Hofman or his succ Bureau of Purchase & Property 25 Capitol St., Room 102 Concord, NH 02201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  John Koegel/CLU1
--	---

# CERTIFICATE OF AUTHORITY

Vegetation Control Service, Inc.

I, Laurey Kenerson President of the  
(Corporation Representative Name) (Corporation Representative Title)

Vegetation Control Service, Inc., do hereby certify that:

(1) I am the duly elected and acting President of the

Vegetation Control Service, Inc. a Massachusetts corporation (the  
(Corporation Name) (State of Incorporation)  
"Corporation");

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

10<sup>th</sup> day of July, 2015, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the State of New Hampshire, Administrative Services, providing for the performance by VCS, Inc. of certain Herbicide Application services, and that the President (any Vice President) (and the Assistant-Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Laurey Kenerson President Name

Wendy L. Priestley Assistant Treasurer

Laurey Kenerson Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President

of the Corporation and have affixed its corporate seal this 20<sup>th</sup> day of July, 2015

Laury Penam

(Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer,

personally appeared \_\_\_\_\_, who acknowledge her/himself to be the

\_\_\_\_\_, of \_\_\_\_\_, a corporation, and that

she/he, as

(Title)

(Name of Corporation)

such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

\_\_\_\_\_

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_