



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

56

September 27, 2022

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

### Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with New England Right of Way Vegetation Management, LLC (VC #420599) of Webster, NH in the amount of \$55,000.00 to mow with a brontosaurus mower approximately 48-acres of young forest habitat and 2-acres of roadside brush at Blue Job State Forest, Deer Hill Wildlife Management Area, Cascade Marsh Wildlife Management Area, and Carpenter's Marsh Wildlife Management Area, with the option to renew for two additional one-year extensions, effective upon Governor and Executive Council approval through February 28, 2023. Funding is 75% Federal and 25% Wildlife Habitat Account.

03-75-75-751520-2155 Wildlife Program – Wildlife Habitat Conservation

020-07500-21550000-304-500841 Research and Management

FY 2023  
\$55,000

### Explanation

NH Fish & Game's Wildlife Habitat Program conserves lands and habitats that support a variety of wildlife for the citizens of NH to enjoy. A primary focus of the Program is to generate and maintain young forest habitats, which is the focus of this contract. Young forest includes a diverse mix of shrubs and/or tree seedlings and saplings, along with openings where grasses and wildflowers grow. This important habitat type is dwindling throughout our region.

In total, eight vendors were contacted by email and/or phone. Project information was sent via email and vendors were invited to attend mandatory showings of each property. Three vendors responded; New England Right of Way Vegetation Management won all three bids (Table 1 attached).

Scott R. Mason  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

**Table 1: Contractors Contacted and Bid Summary**

<b>Contractor</b>	<b>Contact History</b>	<b>Blue Job</b>	<b>Cascade Marsh</b>	<b>Deer Hill</b>
New England ROW, LLC	emailed RFB info 5/6/2022	\$19,425	\$4,625	\$20,350
BR Davis Land Services	emailed RFB info 5/6/2022	decline	\$9,000	\$36,000
Fort Mountain Companies	emailed RFB info 5/6/2022	\$58,250	decline	\$61,000
Blue Ridge Excavation	emailed RFB info 5/6/2022	no response	no response	no response
Bronnenberg Logging & Trucking, LLC	called and informed of RFB, emailed info 5/6/2022	decline	no show	decline
John Brown & Sons Inc	emailed RFB info 5/6/2022	decline	decline	decline
Top Notch Tree Experts	called, left message informing him of RFB 5/6/2022, emailed 5/10	no response	no response	no response
Martin Forestry Consultants	emailed RFB info 5/6/2022	decline	decline	decline

**Additional Information**

Young forest habitat is essential for many different wildlife from small reptiles to large mammals. Many birds need this habitat, too, including ones that breed and nest in mature woods. Some of the wildlife that need young forest include iconic gamebirds like ruffed grouse and American woodcock, songbirds like whippoorwill and blue-winged warbler; bobcat; and wood turtles and green snake. White-tailed deer, wild turkeys, black bears and a broad range of songbirds also rely on the food and cover offered by young forest.

Unfortunately, the amount of this habitat has dwindled over the last 50 years, and as a result, more than 60 kinds of wildlife have suffered serious population declines in New England. A variety of state and federal agencies and non-governmental partners across the region are working diligently to restore and maintain young forest habitats to reverse these declines. As NH's wildlife agency, NH Fish & Game should take a lead role in this effort in the state.

The department has multiple acres spread over many state-owned properties where this habitat type is maintained with periodic mowing using an excavator with a mulching head, commonly known as a "bronto". These young forest habitat areas are maintained non-commercially via rental agreements because the small trees have no commercial value and because the project areas offer, or can offer, high quality habitat if maintained in their young forest state. The Department typically conducts three or more non-commercial projects each year. NHFG frequently employs brontos to brush back access roads for management and public access as well.

This contract covers approximately 48-acres of young forest habitat work and 2-acres of road maintenance for a total of 50-acres of bronto work. The habitat work includes the maintenance of young forest and blueberry barrens at Blue Job State Forest; the regeneration of birch and aspen at Deer Hill Wildlife Management Area to support songbirds, deer, and beaver; and the regeneration of birch, alder, aspen and pine in a high-quality grouse and woodcock habitat at Cascade Marsh Wildlife Management Area. The access road at Carpenter's Marsh Wildlife Management Area, which is severely overgrown, will be brushed back in advance of road and parking area repairs to fix large potholes, protruding rocks pushed up by frost, and mud puddles. This road provides access for the public and for management including the DES Dam Bureau, which maintains the Carpenter's Marsh dam.

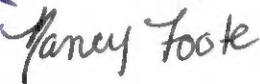
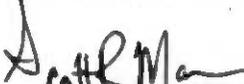
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Fish and Game Department		<b>1.2 State Agency Address</b> 11 Hazen Drive, Concord NH 03301 Concord, NH 03301	
<b>1.3 Contractor Name</b> New England Right of Way Vegetation Management, LLC		<b>1.4 Contractor Address</b> 256 Clough Sanborn Hill Road, Webster NH 03230	
<b>1.5 Contractor Phone Number</b> 603-746-3586	<b>1.6 Account Number</b> 2155-304-500841	<b>1.7 Completion Date</b> February 28, 2023	<b>1.8 Price Limitation</b> \$55,000
<b>1.9 Contracting Officer for State Agency</b> Scott R. Mason, Executive Director		<b>1.10 State Agency Telephone Number</b> 603-271-3511	
<b>1.11 Contractor Signature</b>  Date: 9-13-22		<b>1.12 Name and Title of Contractor Signatory</b> Nancy Foote Manager, Member	
<b>1.13 State Agency Signature</b>  Date:		<b>1.14 Name and Title of State Agency Signatory</b> Scott R. Mason, Executive Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 10/3/2022			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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. The 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. **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.

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

FEDERAL AWARD INFORMATION AND COMPLIANCES FOR FEDERAL ASSISTANCE FUNDED PROJECTS

This contract is funded in part by a grant from the Department of the Interior, US Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

**A. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions. The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension, and shall provide the certification below.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

New England Right of Way Vegetation Management, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), New Hampshire Fish and Game Department, with Mowing/Mulching and Sawyer Services in accordance with the bid/proposal submission as described herein.

**2. CONTRACT DOCUMENTS**

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

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

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," and (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB."

**3. TERM OF CONTRACT**

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter until the expiration date of February 28, 2023.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed three (3) years.

**4. SCOPE OF WORK**

This contract covers approximately 48-acres of young forest habitat work and 2-acres of road maintenance for a total of 50-acres of bronto work. The habitat work includes the maintenance of young forest and blueberry barrens at Blue Job State Forest; the regeneration of birch and aspen at Deer Hill Wildlife Management Area to support songbirds, deer, and beaver; and the regeneration of birch, alder, aspen and pine in a high quality grouse and woodcock habitat at Cascade Marsh Wildlife Management Area. The access road at Carpenter's Marsh Wildlife Management Area, which is severely overgrown, will be brushed back in advance of road and parking area repairs to fix large potholes, protruding rocks pushed up by frost, and mud puddles. This road provides access for the

public and for management including the DES Dam Bureau, which maintains the Carpenter's Marsh dam.

Work will primarily include mowing/mulching with an excavator with a flail mowing head attachment, commonly known as a "bronto." The contractor agrees to leave, drop, or girdle individual trees greater than 6" DBH (diameter breast height) as directed by the NHFG Biologist onsite.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

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

Costs include mobilization, support vehicle, chainsaw/sawyer and other miscellaneous equipment as needed.

## **5. INSURANCE**

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

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide mulching, mowing, and sawyer services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$55,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. 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 electronically to denyce.gagne@wildlife.nh.gov or a hardcopy may be mailed to the following address:

Denyce Gagne  
New Hampshire Fish and Game Department  
17 Hazen Drive  
Concord, NH 03301

**EXHIBIT D**

RFB is incorporated here within.

# Request for Bids

## New Hampshire Fish and Game



The New Hampshire Fish and Game Department is seeking separate bids for mowing/young forest regeneration projects at Blue Job State Forest in Farmington, Deer Hill Wildlife Management Area in Brentwood, and Cascade Marsh Wildlife Management Area in Sutton.

### **SITE VISITS ARE MANDATORY.**

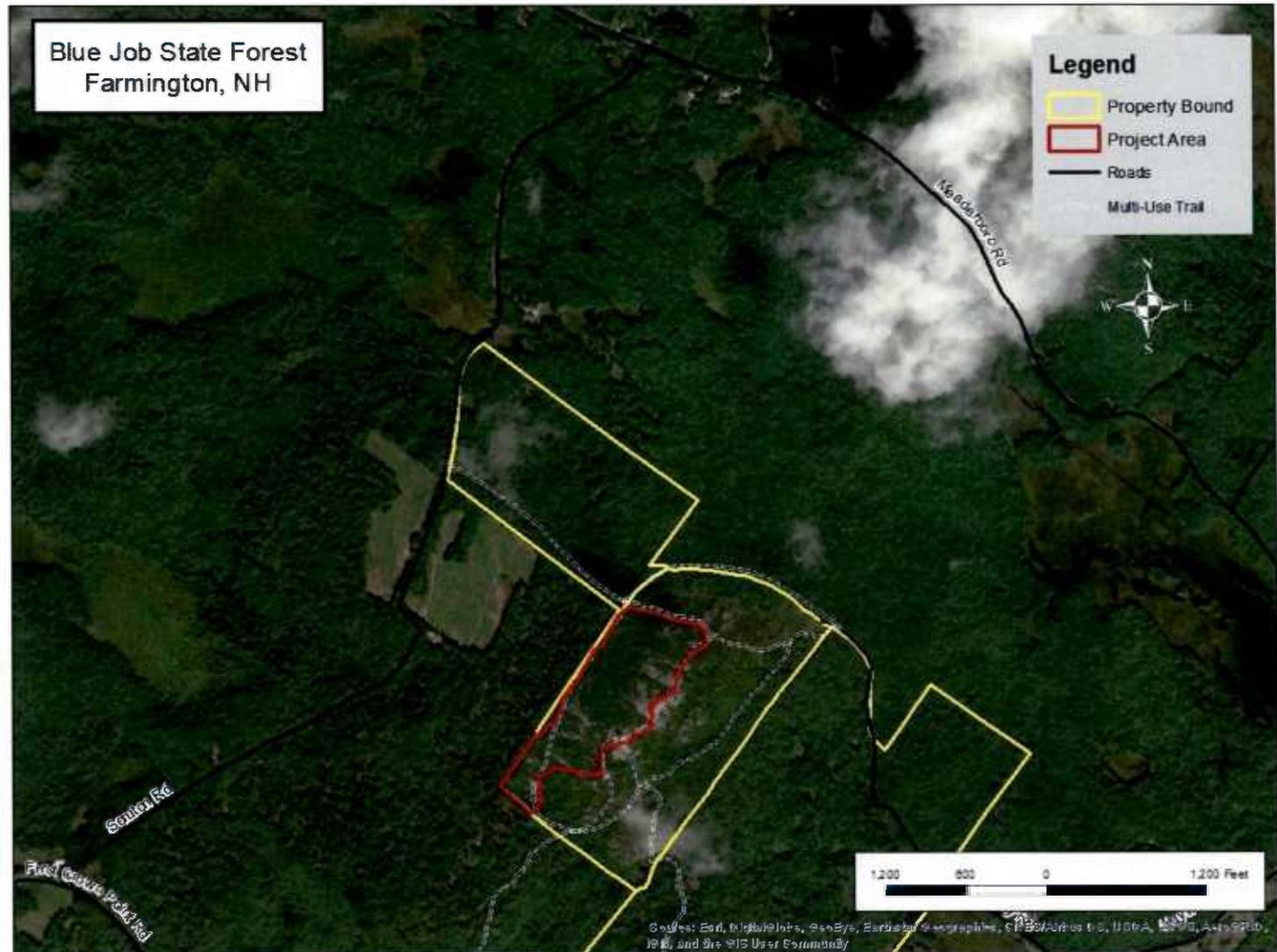
- **Blue Job – May 20 at 9 AM**
- **Cascade Marsh – May 27 at 9 AM**
- **Deer Hill – May 27 at 12 PM**

Contact Denyce Gagne, Wildlife Habitat Biologist at [denyce.gagne@wildlife.nh.gov](mailto:denyce.gagne@wildlife.nh.gov) or 603-419-0078 to RSVP.

# Blue Job State Forest Farmington, NH

## Project description

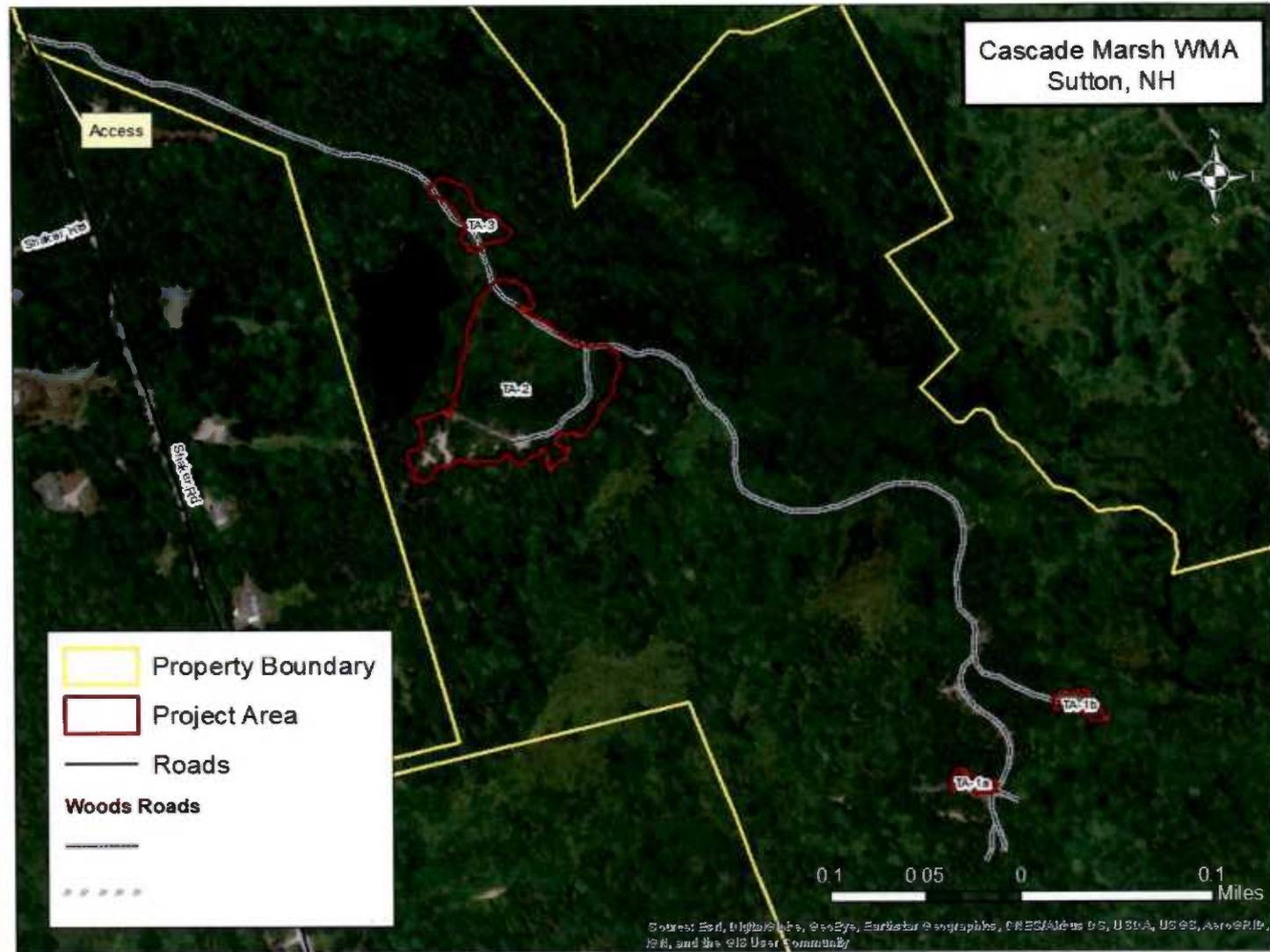
- Approximately 21 acres of mixed hardwood/softwood
- September/October operation.
- Approximately 1 mile up Scruton Road (a Class VI road) from Meaderboro Road (7.5 miles from Route 202).



# Cascade Marsh Wildlife Management Area Sutton, NH

## Project description

- Less than 5 acres of primarily young pine, birch and aspen mowing. Will be required to drop or girdle trees too large for mowing. Topography varies, ground is stony in places.
- Winter operation.
- Access approximately 3 miles from I-89 Exit 10 on Shaker Road.



## Deer Hill Wildlife Management Area Brentwood, NH

### Project description

- Approximately 22 acres of mostly birch mowing. Will be required to cut stumps over 2', fell mature aspen and fell or girdle other trees as directed.
- Winter operation.
- Access approximately 2 miles from Route 101 Exit 8 on Pine Road.



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND RIGHT OF WAY VEGETATION MANAGEMENT, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 12, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 387943

Certificate Number: 0005833251



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



***New England Right of Way Vegetation Management, LLC.***

256 Clough Sanborn Hill Road, Webster, N.H. 03303. Phone: 603-746-3586, Email: nerowm@gmail.com

**LLC Certification of Authority**

I, **James Foote** (name) hereby certify that I am a Member of **New England Right of Way Vegetation Management, LLC.** (name of LLC), a limited liability company under RSA 304-C and that **Nancy Foote** (name) is also a Member of (name of LLC) **New England Right of Way Vegetation Management, LLC.**, and that I certify that he/she is authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: *James Foote*  
Member/Sales Representative

Signed: *Nancy Foote*  
Member/Manager

Date: 9-7-22

Date: 9-7-22

State of New Hampshire, County of Hillsborough

On this the 7<sup>th</sup> day of September 2022, before me Patricia Sizemore, the undersigned officer, personally appeared James Foote and Nancy Foote known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

**PATRICIA J. SIZEMORE**  
Notary Public - New Hampshire  
My Commission Expires June 30, 2026



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2022

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Lauren Bombara	PHONE (A/C, No, Ext): (603) 668-3311	FAX (A/C, No): (603) 668-8413
	E-MAIL ADDRESS: Lauren@wizinsurance.com		
INSURED New England Right of Way Vegetation Management, LLC 256 Clough Sanborn Hill Road Webster NH 03303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth Mutual Insurance Co		
	INSURER B: Allied Eastern Indemnity Co		11242
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 21-22 AI REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6665620	10/9/2021	10/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6665619	10/9/2021	10/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			6665620	10/9/2021	10/9/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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	Excluded: Nancy Foote & James Foote 03-0000135976-01 Coverage A: NH, MA, CT, VT	10/9/2021	10/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of New Hampshire is included as Additional Insured on a primary and non-contributory basis with regards to liability if required by written contract or agreement.

CERTIFICATE HOLDER NH Fish & Game Dept 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Wieczorek/LAUREN

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