

**NON-NATIVE INVASIVE PLANT CONTROL CONTRACT**  
**For**  
**ANDREWS COMMUNITY FOREST**

**Richmond, Chittenden County, Vermont**  
**June, 2023**

This is agreement between the **Vermont Coverts: Woodlands for Wildlife**, whose address is PO Box 328 Vergennes, VT 05491, hereinafter called the COVERTS and **Habitat Restoration Solutions** whose address is 438 Partridge Hill RD, Hinesburg, VT 05461 hereinafter called the CONTRACTOR.

Witnesseth that CONTRACTOR agrees to conduct Non-Native Invasive Plant (NNIP) control on approximately 15 acres at the Andrews Community Forest (ACF) in Richmond, VT for the at rates detailed in their 2023 Rate Sheet (Attachment #1) **with a total amount not-to-exceed \$5,000**. At the end of the project, CONTRACTOR will submit an itemized invoice to COVERTS for all work performed.

This contract will be supervised by the Chittenden County Forester, hereinafter called FORESTER, who will act on behalf of COVERTS in certain aspects of the administration of this contract, designate the treatment area and interface with CONTRACTOR on behalf of COVERTS.

The term of the contract shall be from **June 20, 2023** until all designated NNIP are treated, or the contract is cancelled by COVERTS, or **December 31, 2023** whichever comes first. The contract may be extended by written agreement of both parties.

**ARTICLE I – NNIP Control Terms**

In conduct of its NNIP control operations CONTRACTOR agrees with COVERTS as follows:

- A. Target NNIP plants to be controlled will include shrub honeysuckle, common buckthorn, mutliflora rose, Asiatic bittersweet and any other NNIP encountered in the project area, as agreed upon by CONTRACTOR and FORESTER.
- B. CONTRACTOR shall use extreme caution so as to prevent damage to native trees and plants, and to avoid non-target drift, especially around surface water.
- C. CONTRACTOR will use their professional discretion with respect to herbicides, formulations and application methods best suited to controlling target plants.
- D. CONTRACTOR shall comply with all local, state and federal laws and regulations regarding, but not limited to, the environment, safety, roads and powerlines. CONTRACTOR shall not trespass on property not owned by the Town of Richmond and respect all property boundaries.
- E. CONTRACTOR will not assign this contract in whole or in part without the written consent of COVERTS.

**ARTICLE II- CONTRACTOR Status and Insurance Requirements**

CONTRACTOR agrees with COVERTS that CONTRACTOR is an independent contractor and not an agent or employee of COVERTS, and as an independent contractor, CONTRACTOR will indemnify,

defend and hold COVERTS and the Town of Richmond harmless from all costs, claims and expenses of whatever kind or nature incurred by CONTRACTOR, his employees, agents, subcontractors, successors and assigns in connection with CONTRACTOR'S performance of this Agreement. CONTRACTOR agrees to maintain, and agrees to have all sub-contractors maintain, any and all insurances required by the United States or State of Vermont, including, but not limited to Public Liability Insurance including all contractual liability for a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate, Vehicle Liability Insurance for a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate and Workers Compensation Insurance as required by law in connection with this logging operation. Upon execution hereof and upon the anniversaries of this execution hereof, CONTRACTOR shall provide certificates of insurance to COVERTS and the Town of Richmond demonstrating compliance with this Article II.

**ARTICLE VI – Cancellation, Severability, Alterations**

- A. Should the CONTRACTOR default under any provision, this Agreement may be immediately terminated at the option of the COVERTS. COVERTS may cancel this contract for any reason, at which point no more marked timber may be cut unless specified in a written agreement between both parties.
- B. In the event any provision or portion thereof of this Agreement or the accompanying Attachments is held to be invalid or unenforceable, such provision or portion thereof shall be severed from this Agreement or Attachment, as applicable, and the remaining provisions will remain in full force and effect.

**ARTICLE VII – Signatures**



6/16/23

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Vermont Coverts: Woodlands for Wildlife

Date

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Habitat Restoration Solutions

Date

**ATTACHMENT #1**



**HABITAT RESTORATION SOLUTIONS**

2023 Rate Sheet

<b>Operation</b>	<b>Position</b>	<b>Rate</b>
<b>NNIP Control</b>	Site Manager/Senior Field Tech	\$95/hr
	Senior Field Technician	\$75/hr
	Field Technician	\$65/hr
<b>Stream Restoration</b>	Site Manager/Senior Field Tech	\$95/hr
	Field Technician	\$65/hr
<b>Restoration Planting</b>	Site Manager/Senior Field Tech	\$75/hr
	Field Technician	\$65/hr