

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 30-Jul-2020	4. REQUISITION/PURCHASE REQ. NO. W13G86019574460001		5. PROJECT NO.(If applicable)
6. ISSUED BY U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751	CODE W912WJ	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912WJ20Q0126	
		X	9B. DATED (SEE ITEM 11) 28-Jul-2020	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  This modification is to extend the offer due date to 10 August 2020 at 5:00 pm and to change the Period of Performance end date to 31 December 2020.  All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		30-Jul-2020

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The required response date/time has changed from 07-Aug-2020 05:00 PM to 10-Aug-2020 05:00 PM.

## DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 11-AUG-2020 TO 30-OCT-2020	N/A	FRANKLIN FALLS DAM PROJ KAREN HOEY 46 GRANITE DRIVE FRANKLIN NH 03235-0340 978-318-8316 FOB: Destination	961403

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 11-AUG-2020 TO 31-DEC-2020	N/A	FRANKLIN FALLS DAM PROJ KAREN HOEY 46 GRANITE DRIVE FRANKLIN NH 03235-0340 978-318-8316 FOB: Destination	961403

The following have been modified:

PERFORMANCE WORK STATEMENT

**CHEMICAL VEGETATION CONTROL SERVICES  
U.S. ARMY CORPS OF ENGINEERS  
FRANKLIN FALLS DAM AND INLETS  
FRANKLIN, NEW HAMPSHIRE  
Performance Work Statement**

**I. General:**

- 1. Scope** – Furnish all labor, equipment and materials necessary to perform chemical vegetation control services on approximately 39.5 acres of rip-rap stone slope embankments, rock interfaces, roadway edges, and concrete structures around the Franklin Falls Dam, Spillway, Inlets, and Road Edges. This work will involve treatment on steep slopes and riprap with

limited vehicular access in areas. The contractor is responsible for obtaining all required permits.

2. **Locations** – The Project Office and Dam are located:  
**Franklin Falls Dam** Project Office  
46 Granite Drive  
Franklin, NH 03235 (Merrimack County)
3. **Site Visits** – Contact the Technical Point of Contact to arrange a site visit. The Technical Point of Contact is: Project Ranger Karen Hoey (603-273-6264 or 978-318-8316) or [karen.w.hoey@usace.army.mil](mailto:karen.w.hoey@usace.army.mil)
4. **Schedule** – The period of performance will start from the Contract Award Date and end on ~~31 October 2020~~ **31 December 2020**. The Contractor shall commence work within 14 days of the Contract Award Date. The intent is that the required submittals will be submitted to the Technical Point of Contact for review and acceptance so the Pre-Work Meeting can be scheduled and all field work can be completed by 30 September 2020.

**Workday** – Project areas will be open to the contractor Monday through Friday 7:00 AM to 4:30 PM and all work must be completed during those hours unless additional hours are approved by the Technical Point of Contact. No work shall be done on weekends or Government holidays unless approved by the Technical Point of Contact.

5. **Safety Requirements** - All work shall be conducted in accordance with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1, most recent edition), and all applicable OSHA, federal, state, and local safety and health requirements. A copy of EM 385-1-1 can be accessed at the project office or electronically at Headquarters USACE website under publications using the following link:  
[http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

Project staff reserve the right to cease work at any time should the safety of employees, Contractors, and/or the public become jeopardized.

a. **Accident Prevention Plan:**

The Contractor shall prepare an Accident Prevention Plan (APP) specific to the activities being performed. It shall include Activity Hazard Analyses (AHAs) as described below. A non-mandatory, fillable APP template is available upon request. However, the contractor is permitted to submit their own plan, at a minimum it must meet the requirements of EM 385-1-1, Appendix A, Section K.

A preparatory meeting shall be conducted by the prime contractor to discuss the APP contents with all effected onsite employees. The Prime Contractor is responsible for informing their subcontractors of the safety provisions under the terms of the contract, the penalties for noncompliance, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

**b. Activity Hazard Analysis (AHA):**

An AHA shall be submitted for each major phase of work. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform the work. The analysis shall define all activities to be performed, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. The AHA shall be continuously reviewed and revised to address changing site conditions as appropriate.

**c. Emergency Response:**

Emergency procedures shall be documented in the Accident Prevention Plan and will include a map with directions to the nearest hospital, emergency contact numbers, and onsite First Aid/CPR responders.

**d. Required Personnel:**

The Contractor shall designate one employee as the site's Competent Person (CP) to function as the Site Safety and Health Officer (SSHO). The SSHO shall be present at the project site and report to the contractor's upper management. The SSHO is required to have related construction experience and have completed a 10 Hour OSHA training (or more). The CP shall be present at the project site and report to the contractor's upper management. The CP is required to have related construction and/or service experience.

When emergency medical services are not accessible within five (5) minutes of the work location and there are two (2) or more workers onsite, at least two (2) employees shall be trained in First Aid and CPR. Minimum qualifications are listed in EM 385-1-1, Section 03.A.02.c.

**\*Note:** Other Competent or Qualified Persons may be required per EM 385-1-1 and/or other sections of this Performance Work Statement, based on the characteristics of the tasks.\*

**e. Accident Reporting:**

All accidents and near misses shall be investigated by the Contractor. All work-related recordable injuries, illnesses and property damage accidents (excluding on-the-road vehicle accidents), in which the property damage exceeds \$5,000.00, shall be verbally reported to the TPOC within four (4) hours of the incident. Serious accidents as described in EM 385-1-1 Section 01.D shall be immediately reported to the TPOC. ENG Form 3394 shall be completed and submitted to the TPOC within five (5) working days of the incident.

The Contractor shall compile employee work hours (including subcontractors) and forward the total hours to the TPOC no later than close of business on the 10<sup>th</sup> calendar day of the following month. The method of transmission by the prime contractor to the TPOC shall be electronically.

- 6. Pre-Work Conference** – Prior to the start of any work, the Technical Point of Contact will schedule and conduct a “Pre-Work Conference”. The Contractor’s Project Manager and Quality Control Personnel will attend this meeting. This conference will be held at the time and location agreeable to the government and contractor. No work may be performed under this contract prior to this conference. The purpose of the conference is to enable the Technical Point of Contact to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government’s administration and inspection of contract work or obtain other pertinent information that might be required. At the Pre-Work Conference the contractor shall provide the name of the project superintendent with a telephone number for project coordination.

The following is a general list of items for discussion during this Pre-Work Conference:

- i.** Authority of the Technical Point of Contact and Quality Assurance Inspectors.
- ii.** Contractor’s Safety Program (including sub-contractors).
- iii.** Accident Prevention Plan and Activity Hazard Analysis  
(Submitted & accepted prior to start of work on site)
- iv.** Accident Reporting (ENG Form 3394)
- v.** Safety Data Sheet (SDS) requirements
- vi.** Contractor’s Equipment
- vii.** Correspondence, Communication, Security and Administrative Procedures.
- viii.** Invoice and payment.

**NOTE: Work cannot begin until all safety paperwork and proposed chemical(s) are submitted and accepted by the Government.**

- 7. Permits** – The Contractor, without additional expense to the Government, shall be responsible for obtaining any necessary licenses, permits, and letters of certification. The Contractor shall comply with any applicable Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work specified under this contract.
- 8. Security** – The contractor will comply with all established security policies at the Franklin Falls Dam. Due to periods of heightened security that may affect the access to the areas covered under this contract, the Government reserves the right to close any property or portion of property and reschedule and/or cancel any subsequent service. The Contractor shall be given at least 24 hour notice of any such closure
- 9. Contractor Conduct** – Alcohol and firearms are prohibited on project grounds. Contractor and employees shall comply with CFR 36 Rules and Regulation.
- 10. Payment** – The contractor shall furnish the Technical Point of Contact with one invoice after all work has been completed. The invoice shall include the invoice date, contract number, dates of service, description of work, quantities, and total amount due per line item. The invoice must also include the company letterhead and this must match the data that is registered in the System for Award Management (SAM) registry. Payment shall be made

monthly for the actual services performed at the applicable contract unit price.

All invoices may be mailed to:

Franklin Falls Dam  
46 Granite Drive  
Franklin, NH 03235  
Attn: Karen Hoey

Or emailed to [Karen.w.hoey@usace.army.mil](mailto:Karen.w.hoey@usace.army.mil)

## **II. Technical Requirements:**

### **Part 1 General:**

1. **Summary** – Furnish all labor, equipment and materials necessary to perform chemical vegetation control services on approximately 39.5 acres of rip-rap stone slope embankments, rock interfaces, roadway edges, and concrete structures around the Franklin Falls Dam, Spillway, Inlets, and Road Edges. See attached Informational Map #1. This work will involve treatment on steep slopes and riprap with limited vehicular access in areas. Access is generally available from the dam crest road as well as multiple points upstream providing vehicle access to the lower areas and along the upper inlet embankment. The contractor is responsible for obtaining all required permits. Contractor's work and responsibility shall include, but not be limited to, all job planning, programming, scheduling, administration, inspection, personnel, equipment, vehicles, fuel, materials, supplies, supervision, and quality control necessary to perform the various services required herein.
2. **Submittals** - Although the Government technically reviews submissions required by this scope of work, it is emphasized that the Contractor's work must be prosecuted using proper internal controls and review procedures. The documents identified below must be prepared in accordance with the applicable standards, submitted for review and accepted by the government prior to final payment of the contract:
  - **Accident Prevention Plan (APP).**
  - **Activity Hazard Analysis (AHA).**
  - **Permit** – Approved permit package from the State of New Hampshire.
  - **Chemical Utilization Report** – For all chemicals and/or products used on-site.
  - **Certifications & Licenses** – The Contractor will be required to submit verification that their license as a State of New Hampshire Authorized Commercial Applicator is current and in good standing.
3. **Other Contracts** – The Government may undertake or award other contracts for additional work not related to this contract, and the contractor shall fully cooperate with other contractors and Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by another contractor or by Government employees.

- 4. Preferred Sequence for Work Schedules** – The Contractor must provide sufficient personnel, equipment and materials to accomplish services stated in the contract. The Contractor will coordinate a work schedule for each service, and approximate times for beginning and ending of each required service listed with the Technical Point of Contact. Any changes or alterations to the schedule must be coordinated and approved by the Technical Point of Contact in advance of actual schedule changes.
- 5. Clean Up and Waste Disposal** – The contractor shall practice good housekeeping to maintain a safe job site. The contractor shall keep the work area, including any designated storage areas free from accumulation of waste materials. Upon completing work in an area the contractor shall remove any tools, equipment, and materials that are not the property of the Government. Any and all disturbed areas resulting from contractor activities shall be restored by the contractor to the satisfaction of the Technical Point of Contact. All waste material will be disposed of offsite in accordance with all Federal, State, and Local regulations.
- 6. Environmental Protection** – Containers for excess and/ or waste materials, rubbish, etc. shall be provided by the contractor at the site, and the site will be inspected/ cleaned on a daily basis when working onsite. Water, air and land resources shall not be adversely impacted during the course of the work. The contractor will take necessary steps to ensure all Federal, State, and Local environmental regulatory requirements are met at no additional cost to the Government. Assurance of compliance with this section by subcontractors shall be the responsibility of the contractor.
- 7. Personal Protective Equipment** - It is the contractor's responsibility to furnish and supply personnel with the proper personal protective equipment necessary for performing the work
- 8. Government Resources** – The government will provide gate access to all necessary locations. There is not a restroom available at the contract site, and there is no access to potable water at the contract site. The contractor would have to provide these resources or have an acceptable alternative plan for these resources.
- 9. Damage to Government and Private Property** – The contractor shall be responsible for restoring all Government facilities or structures damaged as a result of the contractor's operation. The contractor shall also be responsible for any damage to private property or injury to any person as a result of the contractor's operation. The contractor shall notify the Technical Point of Contact immediately of damage to Government and private property and injury to any person resulting from the contractor's operation. Also, the Contractor shall notify the Technical Point of Contact of damage to Government facilities due to vandalism or other causes on the day such damage is first noticed. Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities. The Contractor shall also restore landscape features (shrubs, flowers, grasses, etc.), which are damaged or destroyed by the contractor's operation. Damaged or destroyed grass areas shall be re-planted

as directed by the Technical Point of Contact, and shrubs and flowers which are damaged or destroyed shall be replaced from nursery stock of like size and kind.

## 10. Contractor's Qualifications

### a. Experience:

- i. The Contractor shall be able to demonstrate at least 3 years' experience with chemical herbicide treatments.

### b. License and/or Certifications:

- i. ALL work shall be performed by Qualified Personnel.
- ii. The Contractor shall have the appropriate current license issued by the State for the work required and shall obtain and comply with any other necessary licenses or permits prior to beginning any work.
- iii. The Contractor shall provide documentation of the appropriate licenses and certifications to the Technical Point of Contact.

## 11. Contractor's Personnel

- a. **Minimum Personnel Requirements** - The Contractor shall provide an adequate number of fully qualified personnel to perform the specified service properly and efficiently within the time limits specified. The Contractor shall provide a list of the names and contact phone numbers for all employees prior to them working on Government Property.

**Note:** At least one (1) on site contractor employee will be able to speak and understand English.

- b. **Employee Conduct** - The Contractor shall be responsible for seeing that the contractor's employees strictly comply withal Federal, State, and Municipal laws. Any personnel activity, which, in the opinion of the Government, is deemed detrimental to the performance of the contract may result in the removal of Contractor employee/employees.

Examples of unbecoming actions or conduct include but are not limited to the following:

- i. Cursing, harassment, or discrimination of and/or unwarranted physical contact with visitors, Corps personnel, or other contractors
  - ii. Recurring written and/or verbal complaints from visitors, Corps personnel, or other contractors.
  - iii. Unsafe operation of vehicles while on US Army Corps of Engineers property.
- c. **Removal of Contractor's Employees** - The Technical Point of Contact may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the Technical Point of Contact, who endangers persons or property, or whose physical or mental



condition is such that it would impair the employee's ability to satisfactorily perform assigned work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

**12. Quality Assurance** – The contractor is responsible for the quality control of the contract work. The contractor shall establish and maintain a quality control system to assure compliance with the contract requirements. The government has the right to inspect and test all items called for by the contract, to the extent practicable at all times and at all places during the term of the contract.

### **13. Inspections**

- a. Contractor Quality Control** - The Contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed by the Contractor's organization in each separate service is in full compliance with this contract and the instructions, provisions, specifications, drawings, and maps herein
- b. General Inspection** - Upon the completion of each service requirement, the Contractor will perform an inspection of all areas under this contract to insure compliance with the Performance Work Statement. The Contractor or their representative must be able to commit personnel, equipment, and resources to correct deficiencies. The Services Inspection Form (form to be provided to the Contractor at the pre-work conference) will be submitted to the Technical Point of Contact to allow verification of results for payment. A Government representative may accompany the contractor on an inspection of completed work and will identify any contract deficiencies. Any deficiencies noted will be corrected within original contract time frames or appropriate deductions in payment will be made.
- c. Equipment/Supplies Inspections** - The Technical Point of Contact may inspect required equipment and, supplies at any time when in use on Government property. Any equipment found deficient shall be removed from service immediately until faulty conditions have been corrected and passed by the Technical Point of Contact. No such removal will reduce the Contractor's obligation to perform all work required within the time scheduled under this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

- d. Government Inspections** - The Government will monitor the Contractor's service performance and make deductions accordingly.
- 14. Receiving and Storing Materials** –The contractor is responsible for receiving and unloading of delivered goods. Government employees will not receive materials or supplies for the contractor and will not be responsible for damage to the contractor's equipment or materials
- 15. Requests for information** – Requests concerning the work of this project should be directed to the Technical Point of Contact, Project Ranger Karen Hoey (603-273-6264 or 978-318-8316) or [karen.w.hoey@usace.army.mil](mailto:karen.w.hoey@usace.army.mil)
- 16. Omissions** – This contract may not cover all specified activities, steps, and procedures required to supply the contract product. In case of omission, the normal industry, state, or federal standards, practices, specifications, and/or guides shall prevail. In no instance shall an omission be reason to produce less than an acceptable product.

## **Part 2 Equipment, Materials and Supplies:**

- 1. Condition of Equipment** – All equipment used to perform work under this contract must be in good operating and mechanical condition and comply with EM 385-1-1, Army Corps of Engineers Safety and Health Requirements. A regular schedule of preventive maintenance must be followed on all equipment. All vehicles utilized under this contract will be presentable, serviceable, and shall comply with safety standards.
- a.** Types of Equipment on this work may include but not be limited to:
- i.** Hand tools such as saws, clippers, cutters, brushes, etc.
  - ii.** Sprayers, Foggers and Augers
  - iii.** Chemical Tanks, pumps and mixing supplies
  - iv.** Vehicles and All-Terrain equipment
  - v.** Other equipment related to chemical vegetation treatment as determined by the service requirements of this Performance Work Statement.

**NOTE:** Transportation and Fuel costs to and from the project location shall be included in the bid amount for each location and service.

**NOTE:** The Chemical Vegetation Control along and on the Dam Crests and Steep Slopes will generally consist of treatment areas that DO NOT allow access for full sized vehicles and treatment equipment. The treatment areas are typically steep rock armored slopes that are not accessible by normal vehicles or all- terrain vehicles. The majority of the areas adjacent to the Dam Crests, Drainage Channels and Steep Slopes are accessible by full sized vehicles or all-terrain vehicle.

- 2. Herbicides and Vegetation Control Chemicals** – The Contractor shall furnish all herbicides and/or chemicals for the chemical vegetation control.

- a. All chemicals are to be applied in accordance with the manufacturer's recommendations and in accordance with the State requirements. All applications will be in strict compliance with applicable Federal and State laws and regulations and in a manner that protects human safety and the environment.
- b. No aerial applications shall be permitted.
- c. An official chemical tally sheet shall be provided to the Technical Point of Contact with actual amounts, chemical(s) used, and areas treated.

**NOTE:** The Contractor shall submit one copy of the Manufacturer's Safety Data Sheet, for approval, on each chemical proposed for use.

### **Part 3 Service Description:**

#### **1. General Location and Terrain for Applications**

- a. Levees, Dikes, Dams, Dam Crests, Spillways, Drainage Channels and Steep Slopes/Embankments
- b. Roadways, Paths and Right-of-ways
- c. Open Fields and other Natural Resource Areas

#### **2. Chemical Vegetation Control**

- a. The Contractor shall furnish all labor, equipment, materials and permits to control woody plants, invasive plant species or noxious weeds in project area locations. The herbicide application shall remove all undesirable vegetative growth by chemically treating these areas with State approved chemicals using State approved application methods.
- b. No heavy equipment or machinery will be allowed to drive across the riprap slope of the dam, dike, and spillway or levee unless approved in writing by the Technical Point of Contact.
- c. Forty-Five (45) calendar days after completion of the herbicide application, the treated areas shall be inspected by the Technical Point of Contact. If the herbicide application has less than a 90% kill rate, then the Contractor will be required to retreat the deficient areas, within 30 days, at no additional expense to the government.
- d. The Contractor, while applying chemicals, shall take all precautions necessary for the protection of all persons, property, water courses, and natural resources, and will be held liable for any damages resulting from careless application of chemicals.
- e. Chemicals shall be applied in accordance with Manufacturer's recommendations. Generally, chemicals are not to be applied during the following periods:
  1. Twelve (12) hours before rain is predicted to occur.
  2. During any showers or rainstorms
  3. During a twelve (12) hour period following a rainstorm.
  4. When wind velocity exceeds five (5) miles per hour.
- f. All chemicals shall be applied in accordance with the State of New Hampshire's Rule PES 500 RESTRICTIONS ON THE APPLICATION OF PESTICIDES BY COMMERCIAL APPLICATORS AND PERMITTEES.

**Part 4 Service Requirements:****1. Chemical Vegetation Control: Franklin Falls Dam Area**

- a. The treatment areas include the rip-rap and gravel sections of the Dam, concrete apron of the Spillway, and the steep embankments armored with rip-rap at the Inlet and outflow structures (approximately 39.5 acres, see Informational Map #1).
- b. Please see Informational Map #2 for equipment access and use.
- c. The Contractor shall provide their own access/egress equipment for the Foot Access area designated on Informational Map #2. The concrete spillway weir is the primary access to this area. See Informational Photo #1 for a reference view of this area to include the spillway weir.

**2. Chemical Utilization Report**

- a. At a minimum the annual report shall include;
  - i. Hours worked by location,
  - ii. Chemicals used by location, and
  - iii. Amount of each herbicide applied by location and acres.

**Part 5 Service Locations:**

1. **ITEM NO. 1 – Sites can be accessed from the Franklin Falls Dam, which is located at 46 Granite Drive, Franklin NH 03235.**

(End of Summary of Changes)