



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



April 29, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Cheapskate Landscaping and Property Maintenance, LLC (VC# 225721-B001), Brentwood, New Hampshire in the amount of \$13,728.00 for lawn maintenance services, effective upon Governor and Executive Council approval through June 30, 2018. 100% WRBP funds.

Funding is available in account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified, and funding for FY16-FY18 contingent upon the availability and continued appropriation of funds.

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
03-44-44-442010-1300-048-500226	\$1,056	\$4,224	\$4,224	\$4,224
Dept. of Environmental Services, Winnepesaukee River Basin, Building & Grounds				

EXPLANATION

This is a contract to provide lawn maintenance services, mowing and trimming, at the Winnepesaukee River Basin program's (WRBP) Laconia compound on Water Street as well as ten (10) additional pump stations located throughout the Lakes Region area. The WRBP provides wastewater collection and treatment for ten (10) communities situated throughout the Lakes Region and a significant component of the WRBP system is the Laconia compound and associated pumping stations.

Existing Laconia staff of mechanics and electricians are responsible for the operation and maintenance of the WRBP wastewater collection system and treatment facility. The Laconia operation is not staffed with grounds maintenance personnel because there is not enough work of this nature to necessitate hiring employees or maintaining equipment specifically for this seasonal need.

The contract price is based on a bid unit cost for each mowing event times the estimated number of events per calendar year. The contractor will only be paid for the actual number of mowing events at the bid cost of each event. We have estimated three events in the period before July 1st of each year and nine events in the period thereafter, for twelve events per calendar year, in order to determine the fiscal year totals.


A Request for Quotations (RFQ) was prepared and sent to ten (10) area firms who perform this type of service. The RFQ was also advertised locally in the Laconia Daily Sun and Citizen of Laconia newspapers and posted on the State's Purchase and Property website. Responses to the RFQ were as follows:

<u>Company</u>	<u>Quotation</u>
Cheapskate Landscaping & Property Maintenance, LLC, Brentwood, NH	\$13,728.00
SummerScape, Dover, NH	\$15,600.00
All Green Thumbs, Laconia, NH	\$16,185.00
Stonewall Landscaping, Belmont, NH	\$17,745.00
Turnkey Construction, Alton, NH	\$18,330.00
Green Perfection Lawn & Landscape, Bristol, NH	\$22,425.00
Ron Libby and Sons. LLC., Londonderry, NH	\$29,250.00
ZPM Michael Zingg, Gilford, NH	\$34,125.00
Dion Landscapes, New Hampton, NH	\$37,392.00
Andersons Ground Effects, Franklin, NH	No response
Bruce's Landscaping Company, Meredith, NH	No response
Burns Scott Landscaping, Center Harbor, NH	No response
Coffey Jas E & Sons Landscaping, Laconia, NH	No response
Dolloff Lawncare, Laconia, NH	No response
Outside Unlimited, Meredith, NH	No response
Property by Pete, Belmont, NH	No response
TurfPro-Landscape Maintenance, Belmont, NH	No response
Timothy Hayes, LLC, Belmont, NH	No response

As a result of the bids, we wish to award the contract to Cheapskate Landscaping and Property Maintenance, LLC.

This contract has been approved by the Department of Justice for form, substance and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Subject: Lawn Maintenance Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Cheapskate Landscaping and Property Maintenance, LLC.</u>		1.4 Contractor Address <u>77 North Road Brentwood, NH 03833</u>	
1.5 Contractor Phone Number <u>603-679-1600</u>	1.6 Account Number <u>03-44-44-442010-1300-048-500226</u>	1.7 Completion Date <u>June 30, 2018</u>	1.8 Price Limitation <u>\$13,728.00</u>
1.9 Contracting Officer for State Agency <u>Sharon A. McMillin, WRBP Administrator</u>		1.10 State Agency Telephone Number <u>603-934-4032</u>	
1.11 Contractor Signature <u>Kenneth P Brown</u>		1.12 Name and Title of Contractor Signatory <u>Kenneth P Brown Owner</u>	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>04/16/15</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]		JENNIFER F. HANSON DEPEW Notary Public - New Hampshire My Commission Expires December 20, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jennifer F. Hanson DePew</u>			
1.14 State Agency Signature <u>Thomas S. Burack</u>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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: <u>[Signature]</u> On: <u>5-13-2015</u>			
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.

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.

Contractor Initials KOB
Date 4/16/15

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

Contractor Initials KB
Date 9/16/15

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" THE SERVICES

SCOPE OF WORK

Lawn Maintenance - Grass Mowing & Trimming at the following WRBP Facilities:

Maintenance Shop: 202 Water Street, Laconia: mowing inside the fenced area and outside the fence to Water Street. Grass shall be trimmed along the perimeter of all structures including buildings, tanks, concrete pads, trees and shrubs. Additional trimming three (3) feet wide is required inside and outside the fence/property line along the north, south and west, sides of the compound. Mowing and string trimming to the West fence is to be done from the end of the ditch in a southerly direction (in the direction of the river). On the inside of the fence only, no work is to be done in the ditch or fence line along the east side of the driveway.

Ellacoya Pump Station: Ellacoya State Park, 280 Scenic Drive, Gilford: mowing inside the fenced area and the lawn between the fence and the gravel road. Trimming is required around the perimeter of the building and along the inside perimeter of the fence, concrete pad and the wooden fence in front of the station.

Gilford Pump Station: 74 Weirs Road, Gilford: requires mowing between the row of trees on the east side of the station to the trees and the embankment on the west side of the building and from the tree line behind the station to Lake Shore Road. Trimming is required around concrete pads, wellheads, trees and shrubs and a three (3) foot wide area west of the tree line on the west side of the building.

Pendleton Beach Pump Station: 67 Pendleton Beach Road, Laconia: limits of mowing are defined by the woods surrounding the pump station. Trimming is required around the building, concrete pads, well head and trees.

Maiden Lady Cove Pump Station: 763 Scenic Drive, Laconia: limits of mowing are defined by a gravel driveway on the North Side of the station, the trees surrounding the station and Scenic Drive. Trimming is required around the building, concrete pads, valve heads and trees.

North Main Pump Station: 1539 Old North Main Street, Laconia: requires mowing inside the fenced area and a three (3) foot wide area along three (3) sides of the outside perimeter of the fence. Mowing and trimming both sides of the access road to the ditch line is required. Trimming is required around the building, concrete pads and inside perimeter of the fence. Outside of the fence on the South side of the station is not to be mowed or trimmed.

State School Pump Station: Ahern Park at 43 Great Bay Lane, Laconia: requires mowing inside the fenced area and a three (3) foot wide area along the outside perimeter of the fence. Trimming is required around the building, concrete pad and fence perimeter.

EXHIBIT "A"
THE SERVICES - CONTINUED

Jewett Brook Pump Station: 73 Strafford Street, Laconia: requires mowing of the lawn area defined by Bisson Avenue, the Winnepesaukee River, Strafford Street and fifteen (15) feet north of the building. Trimming is required around the building, concrete pad, fence posts and trees.

Paugus Pump Station: 29 Paugus Park Road, Laconia: requires mowing inside the fence and outside the fence on the east to the railroad tracks. The station is situated in a poorly drained area and as a result mowing will require lightweight mowers or string trimmers. Trimming is required around the building, concrete pads, fencing and trees. An area three (3) foot wide along the outside perimeter of the fence shall be maintained where possible.

Belmont Pump Station: 74 South Road, Belmont: requires mowing inside of the fence. Trimming an area three (3) foot wide area around the outside of the fence inside the pasture is required. Trimming is required around the building, concrete pads, inside the fence perimeter and between the fence and South Road.

River Street Pump Station: 101 River Street, Franklin: requires mowing inside the fence, a three (3) foot wide area outside of the fence along its perimeter and the area adjacent to the station between River Street and the paved driveway leading to the station's main gate. Additional mowing is required in the triangular area as formed by the south driveway, River Street and the Winnepesaukee River. Mowing shall also be done on the south side of the station, behind the guardrail in the triangular area around the picnic table between the river bank and the guardrail. Trimming is required along the perimeter of the building, around both sides of the guardrail on the south side, picnic table, perimeter fence and concrete pads.

The contractor shall maintain the lawns at all locations in a manner that does not bring negative attention to the site. It is understood that the mowing may not be necessary every week throughout the growing seasons but shall be performed as directed by WRBP staff. The contractor shall not allow the lawns to grow unduly long and give the appearance of being unkempt. Nor is the contractor expected to give the lawns meticulous attention so that a manicured appearance is presented.

Mowing is not to start before May 25th and will end on or before October 31st for 24 weeks maximum each year. Grounds are to be mowed and trimmed as needed to maintain an acceptable appearance for a total of 12 events per full fiscal year.

It shall be the sole responsibility of the contractor to comply with all local, state and federal rules and regulations in commission of the work requested by this specification.

All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers.

Information contained in the Request for Quotes dated March 5, 2015 is incorporated herein by reference.

Contractor initials KB
Date 4/16/15

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

<u>FISCAL YEAR</u>	<u>COST PER MOWING EVENT</u>	X	<u>BID QUANTITY</u>	=	<u>COST PER YEAR</u> Cost per Event X Bid Quantity
Balance of FY2015	<u>\$352.00</u>	X	3	=	<u>\$1,056.00</u>
FY2016	<u>\$352.00</u>	X	12	=	<u>\$4,224.00</u>
FY2017	<u>\$352.00</u>	X	12	=	<u>\$4,224.00</u>
FY2018	<u>\$352.00</u>	X	12	=	<u>\$4,224.00</u>
TOTAL COST for 4 Fiscal Years					<u>\$13,728.00</u>

1. FY2015 ends on June 30, 2015. FY2016 runs from July 1, 2015 to June 30, 2016. FY2017 runs from July 1, 2016 to June 30, 2017. FY2018 runs from July 1, 2017 to June 30, 2018.
2. The WRBP shall not accept invoices more frequently than monthly. Each invoice **MUST** contain the dates each location was mowed. The contractor is to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitations.
3. Bid awards shall be based upon the lowest total cost for four (4) fiscal years as depicted on Exhibit B "Cost Proposal and Terms of Payment" recognizing that cost per year would be expected to be proportionate. The bids are based upon an estimated 3 mowing events to complete work in FY2015 and then 12 mowing events per year thereafter. The state fiscal year runs from July 1st to June 30th of the following year. Payment to the contractor will only be made for actual mowing events.

Cheapskate Landscape & Property Maintenance, LLC.
Company Name

Kenneth P. Brown
Contractor Name

Contractor initials KB
Date 4/16/15

EXHIBIT "C"
SPECIAL PROVISIONS

Item 1:

Delete P-37 Agreement item 14.1.1 which reads: "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;"

Replace P-37 Agreement item 14.1.1 with 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 \$2,000,000 per occurrence or in amounts of no less than \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

Contractor initials VB
Date 4/16/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Cheapskate Landscape and Property Maintenance, LLC is a New Hampshire limited liability company formed on April 19, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kenneth Brown hereby certify that I am the sole member of Cheapskate Landscape & Property Maintenance, LLC and have been the sole member since 4/19/2010.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed: Kenneth P Brown

Date: 4-16-15

State of New Hampshire, County of Rockingham.

On this the 16th day of April, 2015, before me Jennifer F. Hanson Depew the undersigned officer, personally appeared Kenneth Brown, 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.

JENNIFER F. HANSON DEPEW
Notary Public - New Hampshire
My Commission Expires December 20, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

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).

PRODUCER Cross Insurance-Exeter 82 Portsmouth Avenue Exeter NH 03833		CONTACT NAME: Jennifer DePew PHONE (A/C. No. Ext): (800) 536-4080 FAX (A/C. No): (603) 772-8339 E-MAIL ADDRESS: jdepew@crossagency.com															
INSURED Cheapskate Landscape & Property Maintenance, LLC 77 NORTH RD BRENTWOOD NH 03833-6617		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: MMG Ins Co</td> <td>15997</td> </tr> <tr> <td>INSURER B: MMG (Maine Mutual) Ins.</td> <td></td> </tr> <tr> <td>INSURER C: The Hartford</td> <td>00914</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MMG Ins Co	15997	INSURER B: MMG (Maine Mutual) Ins.		INSURER C: The Hartford	00914	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: MMG Ins Co	15997																
INSURER B: MMG (Maine Mutual) Ins.																	
INSURER C: The Hartford	00914																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: CL154634840 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			SC10975861	9/21/2014	9/21/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			KA10975861	9/21/2014	9/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			KU10975861	9/21/2014	9/21/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WBCCF1324	5/12/2015	5/12/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER sharon.mcmillin@des.nh.gov State of NH Dept of Environmental Service Winnepesaukee River Basin Program ATT: Sharon McMillin PO Box 68 Franklin, NH 03235	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 Jennifer DePew/SF4 <i>Jennifer DePew</i>
--	--