



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

June 5, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into an Agreement with A.J. Cameron Sod Farms, Inc., Farmington, NH (Vendor Code #154277), in an amount not to exceed \$35,000 to provide on-demand hydroseeding services at certain state-owned dams, effective upon Governor and Council approval through December 31, 2015. 85.7% Capital (General) Funds, 14.3% Dam Maintenance Funds.

Funding is available in the accounts listed below. Funding for FY 2014 is contingent upon availability and continuous appropriation of funds.

	<u>FY 2014</u>
03-44-44-442030-0957-034-500161 Dept of Environmental Services, 11,253:1-VI-C Dam Repairs and Reconstruction, Capital Projects	\$30,000
03-44-44-442010-3817-102-500731 Dept of Environmental Services, Dam Maintenance Program, Contracts for Program Services	\$ 5,000

**EXPLANATION**

DES is responsible for the maintenance, repair and reconstruction of all state owned dams per NH RSA 482:55-57. A significant part of maintaining the integrity and safety of dam embankments and the earthen structural support of dam walls and abutments is establishing vegetation to protect against the harmful effects of erosion. All construction/reconstruction projects require establishment of vegetative cover prior to completion. Even small areas that have eroded or have the potential to erode because of the lack of established vegetation represent a dam safety deficiency that must be addressed. This is most cost-effectively done using hydroseed application techniques. DES does not own and operate the equipment needed to provide hydroseeding services. An Agreement with a qualified contractor is needed to provide hydroseeding services.

DES issued a Request For Proposals (RFP) for this work on March 28, 2013. The RFP was advertised in the Union Leader on March 28, 29 and 31, 2013, and was posted on the DES website. DES received proposals from the following interested parties: HS&G Erosion Control LLC, of Weare, NH and A.J.

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council

Page 2 of 2

Cameron Sod Farm, Inc., of Farmington, NH. The proposals included proposed unit rates that would be charged for hydroseeding, based on the size of the application, as well as unit rates for mileage to and from a project site.

A DES selection committee reviewed and ranked the proposals with respect to completeness of the scope of services proposed, capacity of equipment to provide specified application, and the Contractor's qualifications and experience. The committee deemed that both contractors are qualified and experienced to provide "on-demand" hydroseeding services, and that the scopes of service in their proposals are complete. With both contractors determined to be qualified, DES then applied the proposed unit rates for hydroseeding and mileage to eight real hydroseed projects that DES has done or is expecting to do in the next two years. The unit rates proposed by A.J. Cameron Sod Farms, Inc., of Farmington, NH resulted in the lower total cost for these eight sample projects. A.J. Cameron Sod Farms, Inc., of Farmington, NH was, therefore, selected as the lowest qualified bidder to respond to the RFP. Attachment A provides further detail on the procurement process.

The total charges to this contract shall not exceed \$35,000. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

Subject:

On-Demand Hydroseeding Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address PO Box 95 - 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name AJ Cameron Sod Farms, Inc.		1.4 Contractor Address 16 Flagstone Avenue, PO Box 536, Farmington, NH 03835	
1.5 Contractor Phone Number (603) 755-2124	1.6 Account Number 03-44-44-44200-3817-102 03-44-44-442030-0957-034	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$35,000.00
1.9 Contracting Officer for State Agency Kent R. Finemore		1.10 State Agency Telephone Number (603) 271-0566	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Alfred S. Cameron, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>5-22-13</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.			
1.14 Signature of Notary Public or Justice of the Peace <i>Cynthia M. Cornelissen</i>			
1.15 Name and Title of Notary or Justice of the Peace Cynthia M. Cornelissen - Notary			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>6-19-13</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.

**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 *ASL*  
Date 5-20-13

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

### Scope of Services

AJ Cameron Sod Farms, Inc., shall provide “on-demand” hydroseeding services based on their proposal submitted to DES on April 22, 2013 in response to a Request For Proposals (RFP) issued by DES as detailed below:

1. AJ Cameron Sod Farms, Inc., shall respond within three (3) business days of a request from DES to provide hydroseeding services at state-owned dam sites, or as agreed upon for individual projects with DES.
2. AJ Cameron Sod Farms, Inc., shall meet with DES project manager(s) on-site as necessary to agree on coverage for payment, rates for payment, and seed mix to be used. Seed mix shall be either Conservation Mix or Slope Seed Type 44 as detailed below.
3. AJ Cameron Sod Farms, Inc., shall provide, prior to any hydroseeding application, certification of the amount of seed, lime and Chemstar StarTak 600 tackifier to be used per 100 gallons of water and the associated minimum coverage for that mix.
4. AJ Cameron Sod Farms, Inc., shall provide hydroseed coverage as requested and approved by DES using the one of the two prescribed seed, lime and Chemstar StarTak 600 tackifier mix designs as specified in Sections 6 and 7 below and application specifications as per NH DOT Specification 644.3.5.2.
5. For all applications, lime shall be applied at a minimum rate of one (1) ton per acre, and Chemstar StarTak 600 tackifier shall be applied at a minimum rate of 1.5 pounds per 1,000 square feet of area.
6. **Conservation Mix** - When DES requests a Conservation Mix, the application rate of the seed shall be a minimum 80 pounds per acre according to the following specification:

Seed Type	Percent (%)	Minimum Purity (%)	Minimum Germination (%)
Creeping Red Fescue	34.65	98	87
Perennial Rye	24.75	98	90
Annual Rye	14.85	98	92
Kentucky Bluegrass	9.90	98	87
Tall Fescue	9.90	98	90
Red Top	4.95	98	90

7. **Slope Seed Type 44** - When DES requests a Slope Seed Type 44, the application rate of the seed shall be a minimum 80 pounds per acre according to the following specification:

Seed Type	Percent (%)	Minimum Purity (%)	Minimum Germination (%)
Creeping Red Fescue	43.75	96	85
Perennial Rye	37.50	98	90
Red Top	6.25	95	80
Alsike Clover	6.25	97	90
Birdsfoot Trefoil	6.25	98	80

8. AJ Cameron Sod Farms, Inc., shall provide reasonable assurance of vegetative growth expectations to the DES project manager.

## Exhibit B

### Contract Price and Method of Payment

Payment rates for hydroseeding services are based on the proposal AJ Cameron Sod Farms, Inc., submitted to DES on April 22, 2013 in response to a Request For Proposals (RFP) issued by DES.

1. Payment rates for hydroseed application per square foot (S.F.) shall be as per Table B-1.

**Table B-1**

Seed Mix	Less Than 75 Miles from AJ Cameron Sod Farms in Farmington, NH			More Than 75 Miles from AJ Cameron Sod Farms in Farmington, NH		
	Hydroseed Rate Per S.F. For Projects Less Than 8,000 S.F.	Hydroseed Rate Per S.F. For Projects More Than 8,000 S.F.	Hydroseed Rate Per S.F. For Projects More Than 44,000 S.F.	Hydroseed Rate Per S.F. For Projects Less Than 8,000 S.F.	Hydroseed Rate Per S.F. For Projects More Than 8,000 S.F.	Hydroseed Rate Per S.F. For Projects More Than 44,000 S.F.
Conservation	\$0.09	\$0.07	\$0.04	\$0.10	\$0.08	\$0.05
Slope Seed 44	\$0.09	\$0.07	\$0.04	\$0.10	\$0.08	\$0.05

2. AJ Cameron Sod Farms, Inc., shall meet with DES project manager(s) on-site as necessary to agree on hydroseed coverage for payment, rates for payment, and seed mix to be used. Coverage and rates for payment shall be documented by the DES project manager(s).
3. Total charges to this contract shall not exceed \$35,000.
4. DES agrees to pay the invoices as submitted by the Contractor. Invoices are subject to the approval of the Contract Officer before payment is processed.

**Exhibit C**  
**Special Provisions**

No special provisions.

# 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 A. J. CAMERON SOD FARMS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 8, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 24<sup>th</sup> day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



PO Box 536  
16 Flagstone Avenue/Route 11  
Farmington, NH 03835  
Phone (603) 755-2124  
Fax (603) 755-2518

www.cameronsnh.com

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**CORPORATE RESOLUTION**

I, Scott A. Cameron, **hereby certify** that I am duly elected Vice President of A.J. Cameron Sod Farms, Inc. I **hereby certify** the following is a true copy of a vote taken at a meeting of the Board of Directors/Shareholders, duly called and held on May 9, 2013 at which a quorum of the Directors/Shareholders were present and voting.

**VOTED:** That Alfred S. Cameron is duly authorized to enter a contract (On-Demand Hydroseeding Services) on behalf of A.J. Cameron Sod farms, Inc. with the Department of Environmental Services, State of New Hampshire and further is authorized to execute any documents, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of June 14, 2013. I further certify that is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

**DATED:** June 14, 2013

**ATTEST:**

Scott A. Cameron  
Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/17/2013

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 P. O. Box 919 17 Bay Street Wolfeboro NH 03894	CONTACT NAME: Lisa Lee	
	PHONE (A/C, No, Ext): (603) 569-5696 FAX (A/C, No): (603) 569-5798 E-MAIL ADDRESS: llee@crossagency.com	
INSURED AJ Cameron Sod Farm Inc PO Box 536 Farmington NH 03835	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Insurance Co.	
	INSURER B: Renaissance Insurance Agency	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL131777622 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CBP8346334	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BA8341835	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB			CU8342239	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0745824	10/1/2012	10/1/2013	WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions. On Demand Hydro Seeding Services.

<b>CERTIFICATE HOLDER</b>  State of NH Department of Environmental Services Kent Finemore Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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  Wainwright, Stephen

## **Attachment A**

### **Procurement Process**

The procurement process for this contract was conducted as follows:

A Request For Proposals (RFP) was advertised in the Union Leader from March, 28, 29 and 31, 2013 and on the DES website. The deadline for receipt of proposals was April 26, 2013. DES received proposals from the following interested parties:

HS&G Erosion Control LLC, Weare, NH  
AJ Cameron Sod Farm, Inc., Farmington, NH

An internal DES selection committee reviewed and ranked the responses to the RFP. Per the RFP, proposals were evaluated by an internal DES committee with respect to completeness of the scope of services proposed, hydroseeding and mileage rates, other charges, capacity of equipment to provide specified application of water, seed, lime, and Chemstar StarTak 600 tackifier, and the Contractor's qualifications and experience. The committee consisted of James W. Gallagher, Jr., P.E., the Chief Engineer for the Dam Bureau with more than 38 years of experience with dam design, contracting, construction and safety; Daniel Mattaini, P.E., who has over 25 years of experience as an engineer for hydrologic and dam related projects and has served as a lead design engineer for the Dam Bureau; and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 25 years of experience as an engineer for civil design and construction.

The committee deemed both contractors to be qualified and experienced to provide "on-demand" hydroseeding services, and that the scopes of service in their proposals were complete. With both contractors determined to be qualified, DES then applied the proposed unit rates for hydroseeding and mileage to eight real hydroseed projects that DES has done or is expecting to do in the next two years (see Table AT-1). The unit rates proposed by A.J. Cameron Sod Farms, Inc., of Farmington, NH resulted in the lower total cost for these eight sample projects. A.J. Cameron Sod Farms, Inc., of Farmington, NH was, therefore, selected as the lowest qualified bidder to respond to the RFP.

**Table AT-1**  
**DES Dam Bureau Hydroseed RFP Proposal Analysis**

Proposal conditions	Less than 75 miles from Farmington				More than 75 miles from Farmington				total charge for project
	mix	rate/s.f.	rate/s.f.	rate/s.f.	rate/s.f.	rate/s.f.	rate/s.f.	rate/s.f.	
		< 8,000 s.f.	> 8,000 s.f.	> 44,000 s.f.	> 44,000 s.f.	< 8,000 s.f.	> 8,000 s.f.	> 44,000 s.f.	
HS&G Camerons	Conservation Conservation	\$0.08 \$0.09	\$0.07 \$0.07	\$0.07 \$0.04	\$2.00 \$0.00	\$0.08 \$0.10	\$0.07 \$0.08	\$0.07 \$0.05	\$2.00 \$0.00
HS&G Camerons	Slope Seed 44 Slope Seed 44	\$0.08 \$0.09	\$0.07 \$0.07	\$0.07 \$0.04	\$2.00 \$0.00	\$0.08 \$0.10	\$0.07 \$0.08	\$0.07 \$0.05	\$2.00 \$0.00
<b>Sample Projects</b>									
Project	Bidder	mix	s.f.	miles	rate/s.f.	charge	mileage rate \$/mile	mileage charge	total charge for project
Ballard Pond Dam, Derry	HS&G	Conservation	6,000	26	\$0.08	\$480.00	\$2.00	\$52.00	\$532.00
Ballard Pond Dam, Derry	Camerons	Conservation	6,000	47	\$0.09	\$540.00	\$0.00	\$0.00	\$540.00
Scotts Bog Dam, Pittsburg	HS&G	SS 44	60,000	175	\$0.07	\$4,200.00	\$2.00	\$350.00	\$4,550.00
Scotts Bog Dam, Pittsburg	Camerons	SS 44	60,000	162	\$0.05	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Mascoma Lake Dam, Lebanon	HS&G	SS 44	6,000	68	\$0.08	\$480.00	\$2.00	\$136.00	\$616.00
Mascoma Lake Dam, Lebanon	Camerons	SS 44	6,000	76	\$0.10	\$600.00	\$0.00	\$0.00	\$600.00
Durham Reservoir Dam, Durham	HS&G	Conservation	30,000	52	\$0.07	\$2,100.00	\$2.00	\$104.00	\$2,204.00
Durham Reservoir Dam, Durham	Camerons	Conservation	30,000	23	\$0.07	\$2,100.00	\$0.00	\$0.00	\$2,100.00
Seaver Dam, Harrisville	HS&G	SS 44	40,000	38	\$0.07	\$2,800.00	\$2.00	\$76.00	\$2,876.00
Seaver Dam, Harrisville	Camerons	SS 44	40,000	98	\$0.08	\$3,200.00	\$0.00	\$0.00	\$3,200.00
Souhegan Site 28 - Lyndeborough	HS&G	SS 44	90,000	26	\$0.07	\$6,300.00	\$2.00	\$52.00	\$6,352.00
Souhegan Site 28 - Lyndeborough	Camerons	SS 44	90,000	80	\$0.05	\$4,500.00	\$0.00	\$0.00	\$4,500.00
Jones Pond Dam, New Durham	HS&G	SS 44	65,000	56	\$0.07	\$4,550.00	\$2.00	\$112.00	\$4,662.00
Jones Pond Dam, New Durham	Camerons	SS 44	65,000	7	\$0.04	\$2,600.00	\$0.00	\$0.00	\$2,600.00
Goose Pond Dam, Canaan	HS&G	SS 44	90,000	72	\$0.07	\$6,300.00	\$2.00	\$144.00	\$6,444.00
Goose Pond Dam, Canaan	Camerons	SS 44	90,000	76	\$0.05	\$4,500.00	\$0.00	\$0.00	\$4,500.00
<b>Total For Sample Projects - HS&amp;G</b>									<b>\$28,236.00</b>
<b>Total For Sample Projects - Camerons</b>									<b>\$21,040.00</b>