



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

43  
LAM

Robert R. Scott, Commissioner

July 20, 2018

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into an Agreement with A.J. Cameron Sod Farms, Inc., Farmington, NH (Vendor Code #154277), in an amount not to exceed \$30,000 to provide on-demand hydroseeding services at certain state-owned dams, effective upon Governor and Council approval through December 31, 2019. 67% Dam Maintenance Funds, 33% General Funds.

Funding is available in the account listed below, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2020 is contingent upon continuing appropriation and availability of funds.

FY 2019  
03-44-44-442010-3817-102-500731 \$20,000  
Dept of Environmental Services, Dam Maintenance Program, Contracts for Program Services

FY 2019  
03-44-44-442010-2954-102-500731 \$10,000  
Dept of Environmental Services, Dam Operations, Contracts for Program Services

**EXPLANATION**

NHDES 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. NHDES does not own and operate the equipment needed to provide hydroseeding services. An Agreement with a qualified contractor is needed to provide hydroseeding services.

NHDES issued a Request For Proposals (RFP) for this work on March 7, 2018. The RFP was advertised in the Union Leader on March 12, 13 and 14, 2018, and was posted on the NHDES website. NHDES received proposals from the following interested parties:

- Cheapskate Landscape & Property Maintenance, LLC - Brentwood, NH
- Pro-Turf Landscaping - Pelham, NH
- Rock Solid Landscapes - Goffstown, NH
- Wintergreen Landscaping, LLC - Berlin, NH
- Four Seasons Landscaping - Lancaster, NH
- Gordon Services Property Maintenance, LLC - Jaffrey, NH
- A.J. Cameron Sod Farm, Inc. - Farmington, NH

The proposals included 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 NHDES 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 all seven contractors are qualified and experienced enough to provide "on-demand" hydroseeding services, and that the scopes of service in their proposals are complete. To determine the most cost-effective choice, NHDES then applied the proposed unit rates for hydroseeding and mileage from all of the contractors that responded to the RFP to eight real hydroseed projects that NHDES has done or is expecting to do in the next two years. The unit rates proposed by A.J. Cameron Sod Farms resulted in the lower total cost for these eight sample projects. A.J. Cameron Sod Farms 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 \$30,000. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

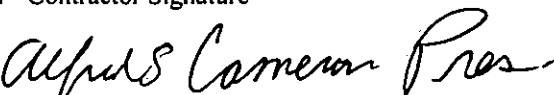
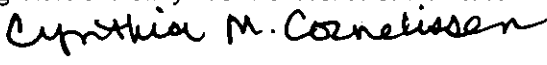
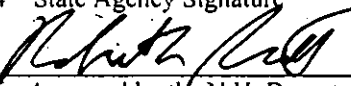
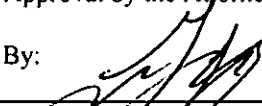
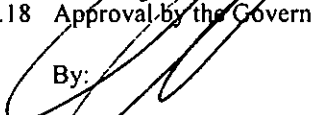
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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 03-44-44-442030-3817-102 03-44-44-442030-2954-102	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Kent R. Finemore		1.10 State Agency Telephone Number (603) 271-0566	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alfred S. Cameron, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Stratford</u> On <u>7-18-18</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]		<b>CYNTHIA M CORNELISSEN</b> NOTARY PUBLIC - State of New Hampshire My Commission Expires March 25, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia M Cornelissen - notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, 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) (if applicable) By:  On: <u>7/30/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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 March 19, 2018 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.

Contractor Initials AJC  
Date 6-1-18

## 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 March 19, 2018 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	\$0.045	\$0.10	\$0.08	\$0.055
Slope Seed 44	\$0.09	\$0.07	\$0.045	\$0.10	\$0.08	\$0.055

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 \$30,000.
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.

Contractor Initials AJC  
Date 6-1-18



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

No special provisions.

Contractor Initials ASC  
Date 6-1-18



PO Box 536  
926 NH Route 11  
Farmington, NH 03835  
Phone (603) 755-2124  
Fax (603) 755-2518

[www.cameronsnh.com](http://www.cameronsnh.com)

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- Hardware
- Lumber
- Masonry
- Building Materials
- Tool & Equipment Rental

**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 7, 2018 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 judgement 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 1, 2018. 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 1, 2018

**ATTEST:**

Scott A. Cameron  
Vice-President

# State of New Hampshire

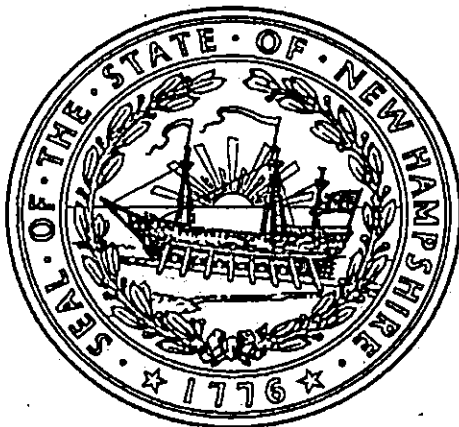
## Department of State

### 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 Profit Corporation registered to transact business in New Hampshire on April 08, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 10023

Certificate Number: 0004103637



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2018.

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

William M. Gardner  
Secretary of State



AJCAMER-01

JGUYER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2018

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 have ADDITIONAL INSURED provisions or 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 Bernier Insurance Inc. 32 Wakefield St Rochester, NH 03867	CONTACT NAME: Julie Guyer
	PHONE (A/C, No, Ext):   FAX (A/C, No):
	E-MAIL ADDRESS: jguyer@bernierins.com
	INSURER(S) AFFORDING COVERAGE   NAIC #
	INSURER A : Liberty Mutual   24198
INSURED AJ Cameron Sod Farm Inc DBA AJ Cameron Home and Garden Center PO Box 536 Farmington, NH 03835	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BKW58104845	10/01/2017	10/01/2018	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 - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAW58104845	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58104845	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XWO58104845	10/01/2017	10/01/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
As an Officer of the Corporation, Alfred Cameron is excluded from the Workers Compensation Coverage.

On Demand Hydro Seeding Services

## CERTIFICATE HOLDER

State of NH  
Department of Environmental Services  
Kent Finemore  
Hazen Drive  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Julie A. Guyer*

## **Attachment A**

### **Procurement Process**

The procurement process for this contract was conducted as follows:

NHDES issued a Request For Proposals (RFP) for this work on March 7, 2018. The RFP was advertised in the Union Leader on March 12, 13 and 14, 2018, and was posted on the NHDES website. NHDES received proposals from the following interested parties:

- Wintergreen Landscaping, LLC - Berlin, NH
- Cheapskate Landscape & Property Maintenance, LLC - Brentwood, NH
- A.J. Cameron Sod Farm, Inc. - Farmington, NH
- Rock Solid Landscapes - Goffstown, NH
- Gordon Services Property Maintenance, LLC - Jaffrey, NH
- Four Seasons Landscaping - Lancaster, NH
- Pro-Turf Landscaping - Pelham, NH

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 all of the contractors to be qualified and experienced to provide "on-demand" hydroseeding services, and that the scopes of service in their proposals were complete. 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). To determine the most cost-effective choice, NHDES then applied the proposed unit rates for hydroseeding and mileage from all of the contractors that responded to the RFP to eight real hydroseed projects that NHDES has done or is expecting to do in the next two years. The unit rates and other expenses proposed by A.J. Cameron Sod Farms resulted in the lower total cost for these eight sample projects. A.J. Cameron Sod Farms 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	mix	Less than 75 miles from Home Base				More than 75 miles from Home Base				MINIMUM CHARGE	HOME BASE				
		rate/s.f. < 8,000 s.f.	rate/s.f. > 8,000 s.f.	rate/s.f. > 44,000 s.f.	mileage rate \$/mile	rate/s.f. < 8,000 s.f.	rate/s.f. > 8,000 s.f.	rate/s.f. > 44,000 s.f.	mileage rate \$/mile						
Gordon Services Property Maint LLC	Conservation	\$0.070	\$0.080	\$0.050	\$0.000	\$0.080	\$0.070	\$0.080	\$0.000	\$300.00	153 Great Road, Jeffrey				
Cameron	Conservation	\$0.090	\$0.070	\$0.045	\$0.000	\$0.100	\$0.080	\$0.055	\$0.000	\$500.00	16 Flagstone Avenue, Farmington				
Cheapskate Landscape & Property Maint LLC	Conservation	\$0.120	\$0.100	\$0.100	\$0.545	\$0.100	\$0.100	\$0.100	\$0.545	\$0.00	77 North Road, Brentwood				
Four Seasons Landscaping	Conservation	\$0.090	\$0.080	\$0.080	\$0.750	\$0.080	\$0.080	\$0.080	\$0.750	\$0.00	309 Main Street, Lancaster				
Wintergreen Landscaping, Inc.	Conservation	\$0.150	\$0.120	\$0.120	\$1.820	\$0.150	\$0.120	\$0.120	\$1.820	\$0.00	509 Norway Street, Berlin				
Pro-Turf Landscaping	Conservation	\$0.130	\$0.110	\$0.110	\$2.150	\$0.130	\$0.110	\$0.110	\$2.150	\$0.00	16 Pupik Rock Road, Patern				
Rock Solid Landscapes	Conservation	\$0.110	\$0.090	\$0.090	\$2.650	\$0.110	\$0.090	\$0.090	\$2.650	\$350.00	578 Mast Road, Manchester				
Gordon Services Property Maint LLC	Slope Seed 44	\$0.070	\$0.080	\$0.050	\$0.000	\$0.080	\$0.070	\$0.080	\$0.000	\$300.00	153 Great Road, Jeffrey				
Cameron	Slope Seed 44	\$0.090	\$0.070	\$0.045	\$0.000	\$0.100	\$0.080	\$0.055	\$0.000	\$500.00	16 Flagstone Avenue, Farmington				
Cheapskate Landscape & Property Maint LLC	Slope Seed 44	\$0.120	\$0.100	\$0.100	\$0.545	\$0.120	\$0.100	\$0.100	\$0.545	\$0.00	77 North Road, Brentwood				
Four Seasons Landscaping	Slope Seed 44	\$0.085	\$0.085	\$0.085	\$0.750	\$0.085	\$0.085	\$0.085	\$0.750	\$0.00	309 Main Street, Lancaster				
Wintergreen Landscaping, Inc.	Slope Seed 44	\$0.180	\$0.180	\$0.180	\$1.820	\$0.180	\$0.180	\$1.820	\$0.00	509 Norway Street, Berlin					
Pro-Turf Landscaping	Slope Seed 44	\$0.140	\$0.120	\$0.120	\$2.150	\$0.140	\$0.120	\$0.120	\$2.150	\$0.00	16 Pupik Rock Road, Patern				
Rock Solid Landscapes	Slope Seed 44	\$0.110	\$0.090	\$0.090	\$2.650	\$0.110	\$0.090	\$0.090	\$2.650	\$350.00	578 Mast Road, Manchester				
<b>Sample Projects</b>															
Project	Bidder	mix	s.f.	miles from home base	rate/s.f.	charge	mileage rate \$/mile (offrom)	mileage charge	total charge per project bidder						
									Gordon Serv	Cameron	Cheapskate	Four Seasons	Wintergreen	Pro-Turf	Rock Solid
Balford Pond Dam, Derry	Gordon Services	Conservation	8,000	51	\$0.070	\$420.00	\$0.000	\$0.00	\$420.00						
Balford Pond Dam, Derry	Cameron	Conservation	8,000	47	\$0.090	\$540.00	\$0.000	\$0.00		\$540.00					
Balford Pond Dam, Derry	Cheapskate Landscape	Conservation	8,000	22	\$0.120	\$720.00	\$0.845	\$29.98			\$743.98				
Balford Pond Dam, Derry	Four Seasons Landscaping	Conservation	8,000	134	\$0.090	\$540.00	\$0.750	\$201.00				\$741.00			
Balford Pond Dam, Derry	Wintergreen Landscaping, Inc.	Conservation	8,000	147	\$0.150	\$900.00	\$1.820	\$478.28					\$1,378.28		
Balford Pond Dam, Derry	Pro-Turf Landscaping	Conservation	8,000	18	\$0.130	\$780.00	\$2.150	\$77.40						\$857.40	
Balford Pond Dam, Derry	Rock Solid Landscapes	Conservation	8,000	17	\$0.110	\$880.00	\$2.650	\$90.10							\$750.10
Scotts Bog Dam, Pittsburg	Gordon Services	SS 44	80,000	214	\$0.080	\$3,800.00	\$0.000	\$0.00	\$3,800.00						
Scotts Bog Dam, Pittsburg	Cameron	SS 44	80,000	154	\$0.055	\$3,300.00	\$0.000	\$0.00		\$3,300.00					
Scotts Bog Dam, Pittsburg	Cheapskate Landscape	SS 44	80,000	207	\$0.100	\$6,000.00	\$0.545	\$225.63			\$6,225.63				
Scotts Bog Dam, Pittsburg	Four Seasons Landscaping	SS 44	80,000	58	\$0.085	\$5,100.00	\$0.750	\$84.00				\$5,184.00			
Scotts Bog Dam, Pittsburg	Wintergreen Landscaping, Inc.	SS 44	80,000	84	\$0.180	\$9,800.00	\$1.820	\$272.16					\$9,872.16		
Scotts Bog Dam, Pittsburg	Pro-Turf Landscaping	SS 44	80,000	211	\$0.120	\$7,200.00	\$2.150	\$907.30						\$8,107.30	
Scotts Bog Dam, Pittsburg	Rock Solid Landscapes	SS 44	80,000	187	\$0.090	\$5,400.00	\$2.650	\$991.10							\$6,391.10
Mascome Lake Dam, Lebanon	Gordon Services	SS 44	8,000	87	\$0.080	\$480.00	\$0.00	\$0.00	\$480.00						
Mascome Lake Dam, Lebanon	Cameron	SS 44	8,000	78	\$0.100	\$800.00	\$0.00	\$0.00		\$800.00					
Mascome Lake Dam, Lebanon	Cheapskate Landscape	SS 44	8,000	94	\$0.120	\$720.00	\$0.55	\$102.48			\$822.48				
Mascome Lake Dam, Lebanon	Four Seasons Landscaping	SS 44	8,000	80	\$0.085	\$570.00	\$0.75	\$135.00				\$705.00			
Mascome Lake Dam, Lebanon	Wintergreen Landscaping, Inc.	SS 44	8,000	121	\$0.180	\$1,080.00	\$1.82	\$362.04					\$1,472.04		
Mascome Lake Dam, Lebanon	Pro-Turf Landscaping	SS 44	8,000	97	\$0.140	\$840.00	\$2.15	\$417.10						\$1,257.10	
Mascome Lake Dam, Lebanon	Rock Solid Landscapes	SS 44	8,000	78	\$0.110	\$880.00	\$2.65	\$402.80							\$1,062.80
Durham Reservoir Dam, Durham	Gordon Services	Conservation	30,000	83	\$0.070	\$2,100.00	\$0.00	\$0.00	\$2,100.00						
Durham Reservoir Dam, Durham	Cameron	Conservation	30,000	23	\$0.070	\$2,100.00	\$0.00	\$0.00		\$2,100.00					
Durham Reservoir Dam, Durham	Cheapskate Landscape	Conservation	30,000	17	\$0.100	\$3,000.00	\$0.55	\$18.53			\$3,018.53				
Durham Reservoir Dam, Durham	Four Seasons Landscaping	Conservation	30,000	138	\$0.080	\$2,400.00	\$0.75	\$207.00				\$2,607.00			
Durham Reservoir Dam, Durham	Wintergreen Landscaping, Inc.	Conservation	30,000	114	\$0.120	\$3,600.00	\$1.82	\$389.38					\$3,989.38		
Durham Reservoir Dam, Durham	Pro-Turf Landscaping	Conservation	30,000	58	\$0.120	\$3,600.00	\$2.15	\$248.80						\$3,848.80	
Durham Reservoir Dam, Durham	Rock Solid Landscapes	Conservation	30,000	48	\$0.090	\$2,700.00	\$2.65	\$243.80							\$2,943.80
Saever Dam, Harrisville	Gordon Services	SS 44	40,000	10	\$0.080	\$2,400.00	\$0.00	\$0.00	\$2,400.00						
Saever Dam, Harrisville	Cameron	SS 44	40,000	98	\$0.080	\$3,200.00	\$0.00	\$0.00		\$3,200.00					
Saever Dam, Harrisville	Cheapskate Landscape	SS 44	40,000	72	\$0.100	\$4,000.00	\$0.55	\$78.48			\$4,078.48				
Saever Dam, Harrisville	Four Seasons Landscaping	SS 44	40,000	159	\$0.085	\$3,400.00	\$0.75	\$238.50				\$3,638.50			
Saever Dam, Harrisville	Wintergreen Landscaping, Inc.	SS 44	40,000	188	\$0.180	\$6,400.00	\$1.82	\$544.32					\$6,944.32		
Saever Dam, Harrisville	Pro-Turf Landscaping	SS 44	40,000	53	\$0.120	\$4,800.00	\$2.15	\$227.90						\$5,027.90	
Saever Dam, Harrisville	Rock Solid Landscapes	SS 44	40,000	48	\$0.090	\$3,600.00	\$2.65	\$254.40							\$3,854.40
Souhegan Site 28 - Lyndeborough	Gordon Services	SS 44	90,000	15	\$0.050	\$4,500.00	\$0.00	\$0.00	\$4,500.00						
Souhegan Site 28 - Lyndeborough	Cameron	SS 44	90,000	78	\$0.055	\$4,950.00	\$0.00	\$0.00		\$4,950.00					
Souhegan Site 28 - Lyndeborough	Cheapskate Landscape	SS 44	90,000	53	\$0.100	\$9,000.00	\$0.55	\$57.77			\$9,057.77				
Souhegan Site 28 - Lyndeborough	Four Seasons Landscaping	SS 44	90,000	147	\$0.085	\$7,650.00	\$0.75	\$220.50				\$7,870.50			
Souhegan Site 28 - Lyndeborough	Wintergreen Landscaping, Inc.	SS 44	90,000	180	\$0.180	\$14,400.00	\$1.82	\$518.40					\$14,918.40		
Souhegan Site 28 - Lyndeborough	Pro-Turf Landscaping	SS 44	90,000	34	\$0.120	\$10,800.00	\$2.15	\$148.20						\$10,948.20	
Souhegan Site 28 - Lyndeborough	Rock Solid Landscapes	SS 44	90,000	28	\$0.090	\$8,100.00	\$2.65	\$148.40							\$8,248.40
Jones Pond Dam, New Durham	Gordon Services	SS 44	85,000	99	\$0.080	\$3,900.00	\$0.00	\$0.00	\$3,900.00						
Jones Pond Dam, New Durham	Cameron	SS 44	85,000	7	\$0.045	\$2,925.00	\$0.00	\$0.00		\$2,925.00					
Jones Pond Dam, New Durham	Cheapskate Landscape	SS 44	85,000	40	\$0.100	\$8,500.00	\$0.55	\$43.80			\$8,543.80				
Jones Pond Dam, New Durham	Four Seasons Landscaping	SS 44	85,000	107	\$0.085	\$3,525.00	\$0.75	\$180.50				\$3,685.50			
Jones Pond Dam, New Durham	Wintergreen Landscaping, Inc.	SS 44	85,000	90	\$0.180	\$10,400.00	\$1.82	\$291.80					\$10,691.80		
Jones Pond Dam, New Durham	Pro-Turf Landscaping	SS 44	85,000	70	\$0.120	\$7,800.00	\$2.15	\$301.00						\$8,101.00	
Jones Pond Dam, New Durham	Rock Solid Landscapes	SS 44	85,000	48	\$0.090	\$5,850.00	\$2.65	\$254.40							\$6,104.40
Goose Pond Dam, Caneen	Gordon Services	SS 44	90,000	87	\$0.080	\$5,400.00	\$0.00	\$0.00	\$5,400.00						
Goose Pond Dam, Caneen	Cameron	SS 44	90,000	79	\$0.055	\$4,950.00	\$0.00	\$0.00		\$4,950.00					
Goose Pond Dam, Caneen	Cheapskate Landscape	SS 44	90,000	100	\$0.100	\$9,000.00	\$0.55	\$109.00			\$9,109.00				
Goose Pond Dam, Caneen	Four Seasons Landscaping	SS 44	90,000	108	\$0.085	\$7,650.00	\$0.75	\$159.00				\$7,809.00			
Goose Pond Dam, Caneen	Wintergreen Landscaping, Inc.	SS 44	90,000	107	\$0.180	\$14,400.00	\$1.82	\$346.88					\$14,746.88		
Goose Pond Dam, Caneen	Pro-Turf Landscaping	SS 44	90,000	104	\$0.120	\$10,800.00	\$2.15	\$447.20						\$11,247.20	
Goose Pond Dam, Caneen	Rock Solid Landscapes	SS 44	90,000	82	\$0.090	\$8,100.00	\$2.65	\$434.80							\$8,534.80
<b>Total For Sample Projects</b>									<b>\$22,800.00</b>	<b>\$22,865.00</b>	<b>\$39,898.45</b>	<b>\$34,240.30</b>	<b>\$83,990.84</b>	<b>\$49,384.90</b>	<b>\$37,889.00</b>