



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

October 6, 2015

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a no-cost contract amendment with Eckhardt & Johnson, Inc. (VC# 154179), Manchester, NH. This amendment will serve to add a single location, provide for leasing of equipment and clarify contract language contained in our existing statewide heating, ventilation, and air conditioning (HVAC) preventive maintenance and repair services agreement from the date of Governor and Council approval through June 30, 2018. 100% Federal funds.

The original competitively-bid contract was approved by the Governor and Council on June 10, 2015 as item #51.

EXPLANATION

NHES is requesting approval of the attached no-cost contract amendment for HVAC preventive maintenance and repair services. This amendment will serve to add our new 45 South Fruit Street, Concord, NH location, provide for leasing of equipment and clarify contract language contained in our the existing HVAC agreement.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

**NEW HAMPSHIRE EMPLOYMENT SECURITY
ECKHARDT & JOHNSON AGENCY WIDE HVAC MODIFICATIONS
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 10, 2015, Item #51 (hereinafter referred to as the "Agreement"), Eckhardt & Johnson, Inc. (hereinafter referred to as "Contractor" or "E&J") agreed to supply certain services upon terms and conditions specified in the Agreement and in consideration of payment by New Hampshire Employment Security (hereinafter referred to as "NHES") of certain sums as specified therein;

WHEREAS, pursuant to Agreement Part I, Section 18 (P-37 page 4): Amendment, the Agreement may be modified or amended only by written instrument executed by parties thereto and approved by Governor and Executive Council;

WHEREAS, E&J and NHES have agreed to amend the Agreement in certain respects;

WHEREAS, NHES wishes to clarify the Agreement by adding language to Exhibits A and B regarding funding flexibility and purchase capabilities;

WHEREAS, NHES wishes to make language only modifications and improvements by stipulating that leasing equipment may be provided under the contract;

WHEREAS, NHES wishes to make language only modifications and improvements by adding the Tobey building to the contract in order to ensure NHES needs are met;

WHEREAS E&J has agreed to include Tobey building at rates established in original bid;

WHEREAS NHES wishes to make language only modifications and improvements to clarify use of and payment to subcontractors, as needed, and to work on control portion of HVAC system, which is not the responsibility of E&J but which must be coordinated with E&J;

WHEREAS no additional money will be added to this contract:

NOW THEREFORE, in consideration of the foregoing, and covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend EXHIBIT A, SCOPE, by clarifying funding and purchase capabilities;
2. Amend EXHIBIT A, SCOPE, by stipulating that purchases may include leasing equipment;
3. Amend EXHIBIT A, UNITS COVERED, by adding Tobey building, see 3 – 7, below, UNITS COVERED;
4. Amend EXHIBIT A, to clarify use and of and payment to subcontractors, see 8 – 12, below, SUB-CONTRACTING;
5. Amend EXHIBIT B, INVOICE, by stipulating purchases may include leasing equipment;
6. Amend EXHIBIT B, INVOICE, by stipulating subcontractor rates, which may include incidentals such as, but not limited to, labor, travel and mileage;
7. Amend EXHIBIT B, INVOICE, by stipulating how subcontractor invoices are submitted.

**NEW HAMPSHIRE EMPLOYMENT SECURITY
ECKHARDT & JOHNSON AGENCY WIDE HVAC MODIFICATIONS
CONTRACT AMENDMENT A**

G&C Item #51; 6/10/15 Statement of Work Section Number	<p style="text-align: center;">AMENDED TEXT</p>
Exhibit A: SCOPE	<p>Add to EXHIBIT A, under SCOPE, the following language:</p> <ol style="list-style-type: none"> 1) NHES expects unused fiscal year funding to be available in subsequent fiscal years, for the duration of the contract. The contract is hereby amended to allow for equipment purchases and installation, as needed, in addition to inspections, repairs and maintenance; 2) Purchases allowed under contract may include leasing equipment.
Exhibit A: UNITS COVERED	<ol style="list-style-type: none"> 3) Concord, 45 South Fruit Street, Concord, NH, 03301 (“Tobey Building”) 4) E&J will provide maintenance and repair services for the Tobey Building HVAC system, as directed by NHES; 5) Tobey HVAC work will include Blowers, Blower Coils, Fans, Fan Coils, Radiant Heat, and any other work NHES deems appropriate; 6) Tobey HVAC work performed by E&J may be in conjunction with Tobey HVAC Contractor; 7) E&J will schedule all Tobey HVAC work directly with NHES, and may be directed by NHES to coordinate and confer w/Tobey HVAC Contractor.
Exhibit A: SUB-CONTRACTING	<ol style="list-style-type: none"> 8) E&J will coordinate hiring of subcontractors, as needed, and to work on control portion of HVAC systems, which is not the responsibility of E&J; 9) E&J will work directly with NHES in acquiring approvals for all subcontractors, including labor rates and incidentals, which may include travel rate and mileage, prior to commencement of work; 10) E&J will direct subcontractor work in conjunction with NHES. 11) Subcontractor rates for control portion of HVAC systems may exceed E&J rates, which are for mechanical portion of HVAC systems – typically billed at lesser rates than control rates; 12) Subcontractor rates for control portion of HVAC contract may not exceed \$150 per hour during normal business hours, and may allow for overtime rates as applicable, which may include off-business hours, weekends, Sundays, and holidays.


**NEW HAMPSHIRE EMPLOYMENT SECURITY
ECKHARDT & JOHNSON AGENCY WIDE HVAC MODIFICATIONS
CONTRACT AMENDMENT A**

Exhibit B: INVOICE	Add to EXHIBIT B, under INVOICING REQUIREMENTS: 1) Purchases allowed under contract may include leasing equipment; 2) Subcontractor rates for control portion of HVAC contract may not exceed \$150 per hour during normal business hours, and may allow for overtime rates as applicable, which may include off-business hours, weekends, Sundays, and holidays; 3) Subcontractor invoices will be submitted by E&J with allowable mark-up.
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**NEW HAMPSHIRE EMPLOYMENT SECURITY
ECKHARDT & JOHNSON AGENCY WIDE HVAC MODIFICATIONS
CONTRACT AMENDMENT A**

Except as provided herein, all provisions of the Agreement remain in full force and effect. This modification shall take effect upon approval from all parties listed below.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Daniel C. Clair, President
Eckhardt & Johnson, Inc.

Date: 8/31/15


Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On this day, August 31, 2015 before me, Betty Stevens, the undersigned Officer Daniel C. Clair, personally appeared and acknowledged himself to be President of Eckhardt & Johnson, Inc., and that he, as President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.




Notary Public/Justice of the Peace

My Commission Expires: 11-30-2016

(SEAL)

State of New Hampshire



George N. Copadis, Commissioner
State of New Hampshire
Department of Employment Security

Date: 10/1/15

Approved by the Attorney General (Form, Substance and Execution)



State of New Hampshire, Department of Justice

Date: 10/5/15

Eckhardt & Johnson, Inc.

MECHANICAL CONTRACTORS

896 Goffs Falls Road, Manchester, NH 03103-3288

Tel. 603-622-7493 • Fax 603-647-4618

Email: info@eckhardtjohnson.com



CONSENT RESOLUTIONS OF THE SOLE DIRECTOR OF ECKHARDT & JOHNSON, INC.

The undersigned, being the sole Director of Eckhardt & Johnson, Inc., a corporation duly incorporated in the State of New Hampshire (the "Corporation"), does hereby waive all notice of the time, place and purposes of a meeting of the sole Director of the Corporation and consents, pursuant to Sections 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at duly convened meetings of the sole Director of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the meetings of the sole Director of the Corporation:

I. Authorized Signatories

RESOLVED: That it is in the best interests of the Corporation to authorize the following individuals on an ongoing basis to execute and deliver on behalf of the Corporation various agreements, proposals and other documents arising in the ordinary course of business:

Daniel C. Clair
Daniel P. Morin
Bradley J. Gaudreau

II. Miscellaneous

RESOLVED: To ratify, confirm, approve and adopt all past actions of the Officers, sole Director or any of the individuals set forth above for and on behalf of the Corporation with respect to the foregoing Resolution, and to fully authorize and ratify the same as fully as if this authorization had been voted prior to the taking of any such actions.

RESOLVED: That the Officers and Sole Director of the Corporation are hereby authorized and directed to take any and all actions as they may deem necessary or appropriate to implement the foregoing Consent Resolutions.

Daniel C. Clair
Daniel C. Clair, Sole Director

8-31-15
Date

State of New Hampshire

County of Hillsborough

On August 31, 2015, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

In witness whereof, I set my hand and official seal.

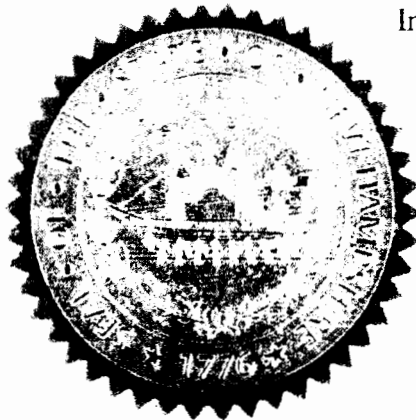
Betty J. Stevens
Notary Public/Justice of the Peace

Commission Expires: 11-30-2016

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 Eckhardt & Johnson, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 1, 1952. 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 27th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2015

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No): (603) 224-8012
	E-MAIL ADDRESS: sdearden@rowleyagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Union Insurance Company NAIC # 25844
	INSURER B: Acadia Insurance Company 31325
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015-2016 All Lines 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPA508388912	4/1/2015	4/1/2016	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAA508389012	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA508389112	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA508389212	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388912	4/1/2015	4/1/2016	Deductible- \$250 \$325,000 Deductible- \$250 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Covering operations of the named insured throughout the policy period.

CERTIFICATE HOLDER

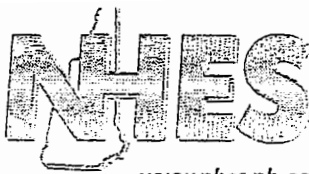
CANCELLATION

NH Employment Security
 45 South Fruit Street
 Concord, NH 03301

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

Scott Dearden/SD



New Hampshire
Employment
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ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

#51
6/10/15

May 20, 2015

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Eckhardt & Johnson, Inc. (VC# 154179), Manchester, NH in the amount not to exceed \$210,000.00 for heating, ventilation, and air conditioning (HVAC) preventive maintenance and repairs at NHES offices statewide, excluding the Tobey building location, from July 1, 2015 through June 30, 2018. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2016 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

					<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
02 - 27 - 27 -	270010	-	8040	DEPT OF EMPLOYMENT SECURITY			
10 - 02700 -	80400000	-	048 -	500226 Contractual Repairs, Building & Grounds	\$ 60,000.00	\$ 70,000.00	\$ 80,000.00

Vendor Code: 154179 Eckhardt & Johnson, Inc.
RQ #: TBD

EXPLANATION

NHES is requesting approval of the attached agreement for statewide, excluding the Tobey building location, HVAC preventive maintenance and repair services. The contract total of \$210,000.00 is for the period from July 1, 2015 through June 30, 2018.

A competitive bid process was undertaken for HVAC services at NHES offices statewide, excluding the Tobey building location. A "Request For Proposal" (RFP) was sent to three (3) vendors, two (2) of which responded to our advertisements and one (1) was obtained from an NHES vendor database. Of the three (3) vendors, two (2) vendors submitted bids. A review of the submitted bids resulted in the selection of one vendor as low bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

Subject:

Agency Wide HVAC Excluding TOBEY

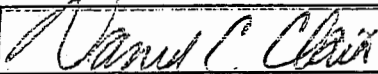
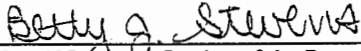
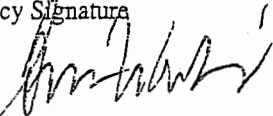
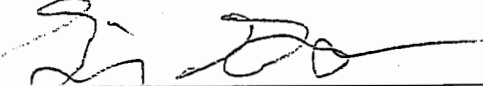
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Eckhardt & Johnson, Inc. VC #154179 B001		1.4 Contractor Address 896 Goffs Falls Road, Manchester, NH, 03103	
1.5 Contractor Phone Number 603-622-7493	1.6 Account Number 010-027-8040-0048-0226	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$210,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel C. Clair, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 29, 2015</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]  BETTY J. STEVENS, Notary Public My Commission Expires November 30, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace Betty Stevens, Notary Public. My commission expires 11-30-2016.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/15/15</u>			
8 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 30:7 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, whether finished or unfinished.

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 all be returned to the State upon demand or upon termination of this Agreement for any reason.

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.

TERMINATION. In the event of an early termination of 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 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

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

Work consists of all labor, tools, equipment, materials, products, and transportation necessary to provide preventive maintenance and repair/replacement services for NH Employment Security (NHES) HVAC systems at facilities across the state. Contractor must also be able to install replacement units/parts as needed. Agreement includes all humidifiers, direct exhaust units and any applicable unit that may be in or at these locations, or at locations that may come under the control of NH Employment Security. Contractor is responsible for obtaining all materials, permits, and approvals required for work performed under this contract.

FREQUENCIES OF EXAMINATIONS

Contractor will clean/replace filters, perform preventive maintenance and inspect units each October, June, and April in accordance with specifications, below. Humidifiers will be inspected each October and April, with repairs being done as needed, started or turned off.

SPECIFICATIONS

Specifications indicated are minimum requirements. Contractor must meet or exceed minimum requirements and demonstrate, to the satisfaction of New Hampshire Employment Security, that items quoted meet or exceed minimum required standards for HVAC systems. Items that do not meet minimum standards will not be accepted.

Contract includes any and all buildings that come under the control of NHES. Likewise, any and all buildings that are no longer NHES property will no longer be serviced.

See Air Cooled Inspection Checklist, Attachments B-D, as guidelines.

Furnish all labor and materials required to service and make repair to maintain equipment in excellent operating condition. The minimum included under this service:

1. Clean coils, condensers, strainers and traps.
2. Change oil, check and repair leaks.
3. Check for and repair leaks of refrigerant. Add refrigerant when required.
4. Tighten, adjust & clean internal unit controls & safety devices; many sites have stand-alone thermostats.
5. Provide seasonal change over, as required.
6. Clean drip pans and condensation lines as far as sanitary drains.
7. Maintain proper belt tension and alignment. Replace worn belts as needed, provide a spare belt of each size on site.
8. Replace damaged, worn or inoperative components as required.
9. Maintain electrical wiring from disconnect switch to unit.
10. Adjust valves, controls and dampers, also calibrate controls.
11. Clean, adjust and maintain humidifier apparatus.
12. Maintain thermostat calibration as necessary.
13. Provide technical assistance over phone.
14. Change filters four (4) times per year, and/or as needed, which may be dependent upon season and location, Attachment B-D. Filters will be pleated DP-60, high efficiency filters with the exception of one inch (1") filter, which will be DP-40 pleated, medium efficiency filter or washable filter. Replace interior washable, pleated filters with MERV 11s, minimum standard capacity.
15. Units must be shut down during filter change.

UNITS COVERED

Units covered include NH Employment Security facilities in Berlin, Claremont, Concord, Conway, Laconia, Manchester, Nashua, Portsmouth, Salem and Somersworth, New Hampshire and any other units that may come under the control of NH Employment Security. This contract covers complete HVAC systems including all controls.

Berlin, 151 Pleasant Street, Berlin NH

- (4) Greenheck Ventilator Fan Units
- (2) Model No. BCF107
- (2) Model No. BCF106
- (2) Trane "YCH 120" 10 ton gas heating/cooling units
- (1) Pure steam "PS-6.5" humidifier

Claremont, 404 Washington Street, Claremont, NH, 03743

- (1) Large Carrier (back of building on ground)
- (1) Model #48TE014 – 531QE, Serial #1999G30959,
- (1) Belt-B48
- (3) Replace interior washable, pleated filters with MERV 11s, minimum standard capacity.
- (1) Small Unit Carrier Model #48TJE005-511SR Serial #1499G20585
- (1) EF (right side) direct drive, Greenheck Model # G90DGEX-QD, Serial #99D11752
- (1) EF (left side) direct drive, Greenheck Model # G90DEX-QD, Serial #99F12911
- (1) Vapormist converted to DI Model # VM99-12-DI, Serial # 1071943-01-01

Concord, 10 West Street, Concord, NH, 03301

- (1) Airflow ceiling mounted Leibert unit.
- (1) Carrier air conditioner and accessory heater in warehouse
- (1) Reznor gas-fired heater, Model E75-3
- (5) Carrier Model # 48 DJE012510 air conditioners and heating units
- (6) Nepronic Steam Humidifiers with wall control
- (3) Heatrix Duct Heater, Model # MI-0810
- (1) Rheem Mod. RKKA-060CK13E
- (1) RUUD Heat and A/C Unit

Conway, 518 White Mountain Highway, Conway, NH, 03818

- (1) Vaporsteam Model VLC/VLDI
- (1) Carrier Model 48TJE005-501QE
 - Input 115000 BTU
 - Output 92000 BTU
- (1) Carrier Model 48TJE014-521QE
 - Input 250000
 - Output 200000

Laconia, 426 Union Ave. Laconia NH, 03246

- (2) York twinned gas fired furnace, 260,000 BTU's
- (2) York 15 ton condenser, matching DX coils
- (4) Furnaces – York PHUE3N13006
- (2) Condensers – York HB180C00A2
- (4) DX Coils – York GFD090535
- (1) Humidifiers SK320M Serial #'s 03179940 and 034210757
- (1) Mitsubishi S split System Model #PK18FK3 Serial #28G000659D

Manchester, 298 Hanover Street, Manchester, NH

Heating

- (1) Teledyne Laars Mini Therm II gas fired boiler, 63,000 BTU/HR M# JVT075NDIS, S #CO1JCO290
- (1) Taco Circulator Pump, M# 008-F4

Air Conditioning

- (1) RTU: Rheem, 7 ton, M# RKKA-A085CL13E, gas fired heater, 109,000 BTU/HR 230/208 v 3ph
- (1) RTU: Rheem, 6 ton, M# RKKA-A073CL13E, gas fired heat 109,000 BTU/HR 230/208 v 3ph
- (1) RTU: Carrier, Heat Pump, 230/208, M# 38QN030300
- (1) Carrier Condenser Split Unit, 230/208, M# 40AQ030300BU, S# 2485A32375

Outside Split Units

- (2) Sanyo split condenser M#CH1812
- (1) Air Handlers M#KMS0912
- (1) Weather Kind condenser M#10AJ4801
- (1) Air Handler – First Co. M#48MAX4HW (Heating Side) M#USM348AP (Cooling Side)
- (1) Air Handler – First Co. M#48MAX4HW (Heating Side) M#USM348AP (Cooling Side)
- (1) Sanyo split condenser M#CH2432
- (1) Air Handler with heat coil M#THS2432

Humidification

- (2) PNE M#SK314M 230/208v3ph

Manchester 300 Hanover St., Manchester, NH, 03104

Heating

- (1) Weil Mclain MGB gas fired boiler M#C-MGB-6-7-8-9-N
- (2) Circulator pumps – Taco M#BB2008
- (1) Air Compressor (for pneumatic controls)

Air Conditioning

- (1) Trane (20 Ton) TCD240B30AJB S#718101412D – RTU#1
- (1) Trane (25 Ton) M#SFHDC256HE10C39D1A01 – S#J88B704414 – RTU#2
- (Only RTU with gas fired heat)
- (1) Trane (5 Ton) M#BTC100G300DA S#C05143440D – RTU#3
- (1) Trane (5 Ton) M#BTC100G300DA S#B45144143D – RTU#4
- (1) Trane (5 Ton) M#BTC100G300DA S#C05143441D – RTU#5
- (1) Trane (25 Ton) M#SAHDC2060E10C20D1A01 S#J88B70415 – RTU#6

Humidification

- (2) NEP M#SK220 M804
- (1) NEP M#SK320M
- (3) 230/208v 3ph

Nashua, 6 Townsend West, Nashua, NH, 03263

Bryant Roof Top Units

- (1) Liebert Split System Model #DS028AMCOE1353A Serial #CO708E0083 –
- (1) Bryant model #580FEV090180 – Serial #1902G50627 & #3602G50621 – RTU-1 & 2
- (1) Bryant model #580FEV060115 – Serial #3502G102-12 – RTU-3
- (1) Bryant model #582ANW018040 – Serial #1702G209700N – RTU-4
- (1) Bryant model #582ANW024060 – Serial #2902G20971 and #3002G40957 – RTU 5 & 6
- (1) Bryant model #580FEV036074GA – Serial #4107G40434 and #4102G433 – RTU 7 & 8
- (1) Steam Humidifier NEP Model #SK320M-208-3 Serial #02439040 and #02449094
- (1) Includes HRM Humidistat Room Modulation – HC204 Humidistat Siebe
- (1) RH1405D0 Pressure Differential
- (1) 1-3/8 Hose
- (1) 30E 30" 35MM Manifold
- (1) Steam Humidifier SK306M Serial #051913510

Portsmouth, 2000 Lafayette Rd, Portsmouth NH, 03801

- (1) 4 Ton Gas Electric ACU Model Number YCH048-090C
- (1) 5 Ton Gas/Electric Air Conditioning Units
- (1) Model No. UCH048-090C.
- (1) 10 Ton Gas/Electric Air Conditioning Unit
- (1) Model No. YSC1203RLA39D Serial #831101723L
- (1) Gas/Electric Air Conditioning Unit Model #YCD090C3LOAA
- (1) Serial #G27142383D
- (1) Sanyo S split System CL0951 Serial #0019522
- (1) PS Series Electric Humidifier

Salem, 29 S Broadway, Salem NH, 03079

- (4) Greenheck Ventilator Fan Units.
- (2) Model No. BCF107.
- (2) Model No. BCF106.
- (2) Trane "YSC 120" 10 ton gas heating/cooling units.
- (1) Pure steam "PS-6.5" Humidifier.

Somersworth, 6 Marsh Brook Dr, Somersworth NH, 03878

- (1) Large Carrier (Back of building on the ground)
- (1) Model #48TJF016, Serial #3999F53747
- (1) Belt-BX42
- (1) Replace 20X20X2 interior washable, pleated filters with MERV 11s, minimum standard capacity
- (1) Small Carrier (Back of building on the ground)
- (1) Model #48TJE007-512FF, Serial #4999G21270
- (1) Belt-A39
- (1) Replace 16X25X2 interior washable, pleated filters with MERV 11s, minimum standard capacity
- (1) EF1 (On the roof)
- (1) Penn Ventilation Co, Model #DX11VSP, Serial #P-04
- (1) Humidifier 1-Mod NMHC10, Serial # 602501202002 and 1-NHMC20 Serial #602501303001

RESPONSE

Contractor must respond to emergency service requests within two (2) hours. Computer A/C response will be based on six (6) days a week, eighteen (18) hours per day (6 am - midnight).

REPORTS/RECORDS

Upon completion of each preventative maintenance inspection, a written report or findings, according to the inspection check list on the appropriate Attachment, will be provided to NHES.

WORK AREA

- A. Work areas will be left clean.
- B. Whenever working on roof-top units, Contractor **must** stay on roof pads as damage can result from not adhering to this specification.

NH EMPLOYMENT SECURITY RESPONSIBILITY

NH Employment Security will provide reasonable access to electricity and water. NHES will provide service checklists to be completed by Contractor before being returned to NHES. Filters will be supplied from NHES inventory as long as supply lasts, then Contractor will provide filters.

SUB-CONTRACTING

- A. Contractor will not sub-contract any HVAC task unless prior approval is received from NH Employment Security.
- B. Work required by a utility company may be done, at Contractor's expense, as required. Utility companies are not subcontractors.
- C. Some jobs may require repair work to walls, floors, or ceilings as a result of required access for wiring. Contractor may sub-contract this repair work if sub-contractor is approved, in advance, by NH Employment Security.
- E. Sub-contractor rates will be normal rates charged on government jobs and will not exceed rates established in this agreement.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

- Safety and protection of NH Employment Security personnel and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will at his own expense wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property.
- Work will be compliant with all existing municipal, state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NH Employment Security staff and the general public.
- Damages to NH Employment Security property or adjacent property will be the responsibility of Contractor. Contractor will repair all damages at no cost to NH Employment Security.
- Rubbish and debris will be promptly removed from premises as it occurs. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.

SCHEDULING & MILEAGE

- A. NH Employment Security reserves the right to schedule HVAC work to be completed by its own qualified employees if possible.
- B. NH Employment Security reserves the right, in an emergency, due to HVAC's contractor's heavy job schedule, or on-going large projects, if needed, to schedule other HVAC technicians.
- C. Mileage rate for one vehicle traveling to job site will be paid at current state mileage rate. Travel miles will be calculated for one vehicle per job site or any number of continuous sites per day. Travel time will be computed per scheduled worker based on starting from home base or Concord, whichever is closest to job site and returning to home base. Travel time/mileage will be detailed on invoice.

HVAC SYSTEMS

Contractor may be required to perform related duties such as duct work, replacing or moving roof top units, or other installation and remodeling/repair work as needed.

EXHIBIT B

INVOICE

Contractor employees will work professionally, in a manner compliant with existing municipal, state, and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor, to ensure safety of workers, NHES staff and the general public.

NHES reserves the right to request Contractor removes any employee for any reason NHES deems appropriate. Work will be compliant with bid specifications, Exhibit A, and breakdown below.

Contractor will invoice NH Employment Security following completion and acceptance of each job. NH Employment Security will make payment through normal state payment process, which is up to 30 days following receipt of approved invoice.

Contractor agrees to provide NH Employment Security services indicated in Exhibit A of this agreement, and in RFP, at prices quoted in RFP and shown below. Contractor will perform specified services in a professional manner, in accordance with specifications.

Monday – Friday	Off Hours/Weekends/Holidays	Travel Time
8AM-5PM Labor Rates	Rates	Rates
\$70 per hour	\$105 per hour	\$60 per hour
Replacement Parts Mark-Up	Pump Down Refrigerant and Recharging	
15%	\$14 per pound	

Total agreement not to exceed \$210,000.00

FY 16: \$60,000.00 FY17: \$70,000.00 FY18: \$80,000.00

NHES expects unused fiscal year funding to be available in subsequent fiscal years, for duration of contract. NHES expects flexibility regarding authorized funding, for use as needed. Contract will allow for purchases as needed, in addition to inspections, repairs and maintenance.

Invoice must include the following:

1. Date work was done
2. Address of job site
3. Itemized listing of materials used. Contractor will list parts and supplies required to complete job at cost plus.
4. Hours worked
5. Hourly rate charged. Rate will be for work time on the job. If different rates are charged for different employment classifications, Contractor must distinguish classifications on invoice.

Invoices will be sent to:

Helen A. Dinsmore
NH Employment Security
45 South Fruit St
Concord NH 03301-4857

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning July 1, 2015, following Governor and Council approval, and terminating June 30, 2018. This is a three year contract for agency wide HVAC, excluding TOBEY.

TERMINATION

If Contractor fails to perform services as required, this agreement will without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond the date on which Contractor fails to perform required services. Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least thirty (30) days prior to effective date of termination.

CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor and his employees must sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)**, and a **CRIMINAL RECORDS FORM (DES 2135)**, to be provided by NH Employment Security, if applicable, prior to any work being done. There is a \$25 fee for each check required. During the course of this agreement any personnel scheduled to enter NH Employment Security must be reported to a NH Employment Security official and a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORDS FORM** submitted for processing prior to entrance to NHES. Contractor must provide a **Certificate of Good Standing** from NH Secretary of State. A \$5 fee is required for **Certificate of Good Standing**.

DAMAGE

Contractor will agree that any damage to building(s), materials, equipment or other property during performance of service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to its original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of the existence of 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 incident. Contractor agrees to maintain workers' compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without prior consent of NH Employment Security. All subcontractors must be listed on the bid page of this document for pre-approval.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts apply to contractors/subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts contractors and subcontractors must pay laborers/mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

PAYMENT BOND/MILLER ACT

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond, with a surety satisfactory for protection of all persons supplying labor and material in carrying out work provided for in the contract. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in a writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A payment bond is required for contract between \$35,000 – 99,999 Dollars. A Performance Bond is required for contracts totaling \$100,000 Dollars or more.**

**ATTACHMENT A
HVAC INSPECTION CHECKLIST - 10 WEST ST.**

Skv Hook and Print Shop

Page 1 of 3

Date _____

FAN SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify rotation |
| <input type="checkbox"/> | <input type="checkbox"/> | Are impellers free of debris? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt condition |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Are bearings free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are pulleys tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is fan safety switch free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is motor mount tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are cooling fins clean? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check bathroom exhaust fan. |

COMPRESSOR SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil level |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for signs of oil leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Is vibration isolation free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Test high-low switch settings |
| <input type="checkbox"/> | <input type="checkbox"/> | Is electric wiring intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are refrigerant lines free? |

ELECTRICAL PANEL

- | | | |
|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check all fuses |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for loose connections |
| <input type="checkbox"/> | <input type="checkbox"/> | Check amperage - all components |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify start/stop-relay controls |

AIR INLET ADJUSTMENTS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Check enthalpy control setting or outdoor air damper if so equipped. |
|--------------------------|--------------------------|--|

REMOTE CONDENSING UNIT/ROOF-TOP LEVEL

- | | | |
|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check Condenser fan adjustment |
| <input type="checkbox"/> | <input type="checkbox"/> | Check refrigerant charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricate Condenser fan motor |
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil charge |

FILTERS

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Wipe entire section clean & change filter |
| <input type="checkbox"/> | <input type="checkbox"/> | Change filters supplied by Contractor. |
| <input type="checkbox"/> | <input type="checkbox"/> | Are filters in place? |

PANELS

- | | | |
|--------------------------|--------------------------|------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Insulation intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Fasteners O.K.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for casing leaks |

FILTERS

<u>Location</u>	<u>Size</u>	<u>Qty</u>
Print Shop	21 1/2" x 21 1/2" x 1"	1
Warehouse	20" x 25" x 1"	2
Comm. Closet	20" x 20" x 1"	4

ATTACHMENT A
HVAC INSPECTION CHECKLIST - 10 WEST ST.

Skv Hook and Print Shop

Page 3 of 3

REFRIGERATION CYCLE

YES NO

- | | | |
|--------------------------|--------------------------|-----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | All Insulation intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Superheat |
| <input type="checkbox"/> | <input type="checkbox"/> | Refrigeration charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Any sign of oil leaks? |
| <input type="checkbox"/> | <input type="checkbox"/> | Leak test |
| <input type="checkbox"/> | <input type="checkbox"/> | Any piping rubbing? |
| <input type="checkbox"/> | <input type="checkbox"/> | Excessive piping vibration? |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean coil |

Suction pressure _____ lb.

Heat pressure _____ lb.

Entering air _____ F

Leaving air _____ F

- | | | |
|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Clean Drip Pan |
|--------------------------|--------------------------|----------------|

HEATING

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect for deterioration or blockage in Main and pilot burners. |
| <input type="checkbox"/> | <input type="checkbox"/> | Observe pilot and main burner flame through view port and adjust if needed |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect flue collector box and heat exchanger cells and clean if needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean combustion air blower and lower wheel. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check gas valve regulator adjustment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify ignition of main burners and fan switch operation. |

HUMIDIFIER UNITS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Check operation of automatic drain valve. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check and clean (if necessary) steam injection tubes. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check sail switch for proper operation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check duct high limit humidistat for proper operation. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check to insure drain lines are clear and not plugged. |

Performed by: _____
Contractor Signature Date

Accepted by: _____
NHES Signature Date

Recommendations:

ATTACHMENT B
HVAC INSPECTION CHECKLIST - 10 WEST ST.

Carrier Unit and Humidifier

Page 1 of 2

Date _____

FAN SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify rotation |
| <input type="checkbox"/> | <input type="checkbox"/> | Are impellers free of debris? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt condition |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Are bearings free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are pulleys tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is fan safety switch free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is motor mount tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are cooling fins clean? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check bathroom exhaust fan. |

COMPRESSOR SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil level |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for signs of oil leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Is vibration isolation free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Test high-low switch settings |
| <input type="checkbox"/> | <input type="checkbox"/> | Is electric wiring intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are refrigerant lines free? |

ELECTRICAL PANEL

- | | | |
|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check all fuses |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for loose connections |
| <input type="checkbox"/> | <input type="checkbox"/> | Check amperage - all components |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify start/stop-relay controls |

AIR INLET ADJUSTMENTS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Check enthalpy control setting or outdoor air damper if so equipped. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check enthalpy control setting or outdoor air damper if so equipped. |

REMOTE CONDENSING UNIT/ROOF-TOP LEVEL

- | | | |
|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check Condenser fan adjustment |
| <input type="checkbox"/> | <input type="checkbox"/> | Check refrigerant charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricate Condenser fan motor |
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil charge |

FILTERS

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Wipe entire section clean & change filter |
| <input type="checkbox"/> | <input type="checkbox"/> | Change filters supplied by Contractor. |
| <input type="checkbox"/> | <input type="checkbox"/> | Are filters in place? |

FILTERS

Location	Size	Qty
Unit #1	20" x 20" x 2"	2
	16" x 25" x 2"	2
	16" x 20" x 2"	3
Unit #2	20" x 20" x 2"	2
	16" x 25" x 2"	2
	16" x 20" x 2"	3
Unit #3	20" x 20" x 2"	4
Unit #4	20" x 20" x 2"	4
Unit #5	24" X 12" X 1"	1

PANELS

- | | | |
|--------------------------|--------------------------|------------------------|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Insulation intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Fasteners O.K.? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for casing leaks |

HEATING

- | | | |
|--------------------------|--------------------------|--|
| YES | NO | |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect for deterioration or blockage in Main and pilot burners. |
| <input type="checkbox"/> | <input type="checkbox"/> | Observe pilot and main burner flame through view port and adjust if needed |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect flue collector box and heat exchanger cells and clean if needed. |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean combustion air blower and lower wheel. |
| <input type="checkbox"/> | <input type="checkbox"/> | Check gas valve regulator adjustment. |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify ignition of main burners and fan switch operation. |

ATTACHMENT B
HVAC INSPECTION CHECKLIST - 10 WEST ST.
Carrier Unit and Humidifier
Page 2 of 2

REFRIGERATION CYCLE

- All Insulation intact?
- Superheat
- Refrigeration charge
- Any sign of oil leaks?
- Leak test
- Any piping rubbing?
- Excessive piping vibration?
- Clean coil
- Suction pressure _____ lb.
- Heat pressure _____ lb.
- Entering air _____ F
- Leaving air _____ F
- Clean Drip Pan

HUMIDIFIER UNITS

- Check operation of automatic drain valve.
- Check and clean (if necessary) steam injection tubes.
- Check sail switch for proper operation.
- Check duct high limit humidistat for proper operation.
- Check to insure drain lines are clear and not plugged.

Performed by: _____
Contractor Signature Date

Accepted by: _____
NHES Signature Date

Recommendations:

**ATTACHMENT C
HVAC INSPECTION CHECKLIST
INCLUDES HVAC & HUMIDIFIERS**

Please Print Carefully

Page 1 of 3

Date _____

FAN SECTION

- | YES | NO | |
|--------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Verify rotation |
| <input type="checkbox"/> | <input type="checkbox"/> | Are impellers free of debris? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt condition |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Are bearings freed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are pulleys tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is fan safety switch free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is motor mount tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are cooling fins clean? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check bathroom exhaust fan |

COMPRESSOR SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil level |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for signs of oil leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Is vibration isolation free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Test high-low switch settings |
| <input type="checkbox"/> | <input type="checkbox"/> | Is electric wiring intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are refrigerant lines free? |

ELECTRICAL PANEL

- | | | |
|--------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check all fuses |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for loose connections |
| <input type="checkbox"/> | <input type="checkbox"/> | Check amperage – all components |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify start/stop – relay control |

AIR INLET ADJUSTMENTS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Check enthalpy control setting or outdoor air damper |
|--------------------------|--------------------------|--|

REMOTE CONDENSING UNIT/GROUND LEVEL

- | | | |
|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check condenser fan adjustment |
| <input type="checkbox"/> | <input type="checkbox"/> | Check refrigerant charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricate condenser fan motor |
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil charge |

**ATTACHMENT C
HVAC INSPECTION CHECKLIST
INCLUDES HVAC & HUMIDIFIERS**

Please Print Carefully

Page 2 of 3

FILTERS

- Wipe entire section clean
- Change filters, supplied by Contractor
- Are filters in place?

PANELS

- Is insulation intact?
- Are Fasteners Okay?

REFRIGERATION CYCLE

- Is insulation intact?
- Superheat
- Refrigeration charge
- Any signs of oil leaks?
- Leak test
- Any piping rubbing?
- Is there excessive piping vibration?
- Clean coil
- Suction pressure _____ lb.
- Heat pressure _____ lb.
- Entering air _____ F
- Leaving air _____ F
- Clean drip pan

HEATING

- Inspect for deterioration or blockage in main and pilot burners
- Observe main and pilot burner flames through view port and adjust if needed
- Inspect flue collector box and heat exchanger cells, and clean if needed
- Clean combustion air blower and lower wheel
- Check gas valve regulator adjustment
- Verify ignition of main burners and fan switch operation

HUMIDIFIER UNITS

- Check operation of automatic drain valve
- Check steam injection tubes, and clean as needed

**ATTACHMENT C
HVAC INSPECTION CHECKLIST
INCLUDES HVAC & HUMIDIFIERS**

Please Print Carefully

Page 3 of 3

HUMIDIFIER UNITS, continued

- | | |
|---|---|
| <input type="checkbox"/> <input type="checkbox"/> | Check sail switch for proper operation |
| <input type="checkbox"/> <input type="checkbox"/> | Check duct high limit humidistat for proper operation |
| <input type="checkbox"/> <input type="checkbox"/> | Check to ensure drain lines are 100% clear |
| <input type="checkbox"/> <input type="checkbox"/> | Check for leaks in supply and drain lines |
| <input type="checkbox"/> <input type="checkbox"/> | Clean drain pan and treat |

SPECIFIC UNIT SERVED:

Model & Serial Number

LOCATION OF UNIT SERVED:

NHES Office

Performed by: _____

Inspecting technician please print & sign above

Date

Accepted by: _____

NHES representative please sign above

Date

Recommendations:

NOTES

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 Eckhardt & Johnson, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 1, 1952. 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 27th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

MECHANICAL CONTRACTORS

596 Gorris Falls Road, Manchester, NH 03103-3288
Tel. 603-622-7493 • Fax 603-647-4618
Email: info@eckhardtjohnson.com

CONSENT RESOLUTIONS
OF THE SOLE DIRECTOR
OF
ECKHARDT & JOHNSON, INC.

The undersigned, being the sole Director of Eckhardt & Johnson, Inc., a corporation duly incorporated in the State of New Hampshire (the "Corporation"), does hereby waive all notice of the time, place and purposes of a meeting of the sole Director of the Corporation and consents, pursuant to Sections 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at duly convened meetings of the sole Director of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the meetings of the sole Director of the Corporation:

I. Authorized Signatories

RESOLVED: That it is in the best interests of the Corporation to authorize the following individuals on an ongoing basis to execute and deliver on behalf of the Corporation various agreements, proposals and other documents arising in the ordinary course of business:

Daniel C. Clair
Daniel P. Morin
Bradley J. Gaudreau

II. Miscellaneous

RESOLVED: To ratify, confirm, approve and adopt all past actions of the Officers, sole Director or any of the individuals set forth above for and on behalf of the Corporation with respect to the foregoing Resolution, and to fully authorize and ratify the same as fully as if this authorization had been voted prior to the taking of any such actions.

RESOLVED: That the Officers and Sole Director of the Corporation are hereby authorized and directed to take any and all actions as they may deem necessary or appropriate to implement the foregoing Consent Resolutions.

Daniel C. Clair
Daniel C. Clair, Sole Director

4/30/15
Date

State of New Hampshire

County of Hillsborough

On April 30, 2015, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

In witness whereof, I set my hand and official seal.

Betty Stevens
Notary Public/Justice of the Peace

Commission Expires: 11-30-2016





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2015

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: sdearden@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Eckhardt & Johnson, Inc. 896 Goffs Falls Road Manchester NH 03103	INSURER A: Union Insurance Company	NAIC # 25844
	INSURER B: Acadia Insurance Company	NAIC # 31325
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 All Lines **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPA508388912	4/1/2015	4/1/2016	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA508389012	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA508389112	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA508389212	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388912	4/1/2015	4/1/2016	Deductible- \$250 \$325,000 Deductible- \$250 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Covering operations of the named insured throughout the policy period.

CERTIFICATE HOLDER**CANCELLATION**

NH Employment Security
 45 South Fruit Street
 Concord, NH 03301

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

Scott Dearden/SD

Agency Wide HVAC - EXCLUDING TOBEY
MANDATORY PRE-BID CONFERENCE 3/26/15 @ 10AM, 45 S. Fruit St., Concord
BID OPENING: 4/19/15 @ 2:00:PM
3 RFPs Distributed 2 Bids Submitted: 2 Ad; 0 Internet; 1 NHES Database Responses

Vendor	Vendor Address & Telephone Number	BID	Attended Mandatory Pre-Bid Meeting
Bid Ascertained Via			
CDB Mechanical Krysta Coakley	134 G-1 Hall Street, Concord, NH, 03301 603-219-0867 dispatch@cdbmechanical.com	NO BID COULD NOT COMPLETE	Yes, attended mandatory pre-bid meeting Labor Rate; OT Rate; Replacement Mark-Up; Recharge; Travel Rate
Eckhardt & Johnson, Inc. Dan Morin	896 Goffs Falls Road, Manchester, NH, 03103 603-622-7493 dmorin@eckhardtjohnson.com	BID WINNER \$70; \$105; 15% \$14 lb; \$60	Yes, attended mandatory pre-bid meeting Labor Rate; OT Rate; Replacement Mark-Up; Recharge; Travel Rate
Johnson Controls Dave Plummer	920 Candia Road, Manchester, NH, 03109 603-222-2403; 781-258-5951; cell 781-315-5528 david.plummer@jci.com	\$110; \$150; 33% \$15 lb; \$80	Yes, attended mandatory pre-bid meeting Labor Rate; OT Rate; Replacement Mark-Up; Recharge; Travel Rate