



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

S.A.M.
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

Bureau of Turnpikes
May 3, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Precision Temperature Control, Inc. of Bedford, NH (Vendor #203466) in the amount of \$64,000.00 for HVAC Control System Inspection and Service, effective upon approval of Governor and Council approval through June 30, 2019. 100% Turnpike Funds.

Funding for this agreement is available in the fiscal year 2018 and 2019 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
04-96-96-961017-7027 Central Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$11,000.00	\$11,000.00
04-96-96-961017-7032 Blue Star Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$11,000.00	\$11,000.00
04-96-96-961017-7037 Spaulding Maintenance		
048-500226 Contract Repairs; Bldg. Grounds	\$11,000.00	\$9,000.00

EXPLANATION

The NH Turnpike System has twelve (12) HVAC systems at its Toll Facilities that must be operational 24 hours a day. This contract provides a fixed cost for the semi-annual inspections, guaranteed emergency repairs and parts to ensure the HVAC control systems will operate efficiently. Most of these facilities are occupied 24 hours a day to collect tolls and provide visitor services at the Welcome/Tourist Information Center. Emergency response is necessary to ensure continuous operation.

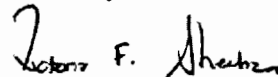
The Department advertised for bids in the Manchester Union Leader on February 8, 9 and 10, 2017 and on the Bureau of Turnpikes and Purchase and Property's websites from February 8, 2017 through the bid opening. Invitations to bid were also sent to four (4) companies who submitted bids in prior years. Two (2) sealed bids were received and publicly opened on March 2, 2017 (bid results attached). Precision Temperature Control, Inc. was the low bidder.

The contract will begin subsequent to approval by the Governor and Council and end on June 30, 2019 (contract total \$64,000.00).

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the fiscal year 2018 and 2019 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

**Bid for H.V.A.C. Control Contract
 NHDOT Bureau of Turnpikes
 Bid Opening 3/2/2017**

Low Bidder

**Precision
 Temperature Control
 Inc.**

Pinnacle Rock

Inspection/Preventive Maintenance of 11 Locations

Semi-Annual Lump Sum for All Locations	\$	3,000.00	\$	3,500.00
Number of Inspections During Contract Period		4		4
Contract Cost of Inspections	\$	12,000.00	\$	14,000.00

Emergency Repair Service

Hourly Labor Rate	\$	60.00	\$	70.00
Estimated Hours During Contract Period		500		500
Contract Cost of Emergency Repairs	\$	30,000.00	\$	35,000.00

Supply Repair Parts

Percent Markup		10%		15%
Estimated Cost (before markup) During Contract Period	\$	20,000.00	\$	20,000.00
Contract Cost of Supply Parts	\$	22,000.00	\$	23,000.00

Contract Cost	\$	64,000.00	\$	72,000.00
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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 Department of Transportation		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Precision Temperature Control, Inc		1.4 Contractor Address 460 Route 101, Bedford NH 03110	
1.5 Contractor Phone Number 603-471-9023	1.6 Account Number See Exhibit B, Paragraph 6	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$64,000.00
1.9 Contracting Officer for State Agency David P. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOSEPH A. HENNESSY, Vice President	
Acknowledgement: State of NH , County of Cheshire On 4/6/17 , 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]			
1.13.2 Name and Title of Notary or Justice of the Peace JORDAN A. RICHARDS, Notary Public My Commission Expires August 24, 2021			
1.14 State Agency Signature  Date: 5/11/17		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
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: 5/30/17			
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

Contractor Initials J. A.
Date 4.6.17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials, and equipment to perform 2 times per year (once during the month of May and once during the month of October) inspection, training and preventive maintenance service at each of the sites. See the attached equipment location list (Exhibit F – List of Sites and Units to Control). The inspection and preventive maintenance shall include work as shown on Exhibit D - Type of Service Plan and Exhibit E - Scheduled Maintenance Schedule.
2. The eleven (11) HVAC energy management and control system inspections, training and preventive maintenance shall be done for a lump sum fee as cited in No. 1 above, and will be paid for one lump sum fee of all eleven (11) sites (Exhibit F) (one lump sum payment for the May inspection and one lump sum payment for the October inspection).
3. Results of the inspection, cited in No. 1 above, and recommendations pertaining thereto shall be forwarded, in writing, within ten (10) days of completion but no later than Nov 10 & June 10 respectively to the:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950

4. Parts and labor necessary for repairs, which do not exceed \$1,000.00 per inspection cumulative total as a result of the eleven (11) inspection sites, are authorized without written approval. Parts and labor necessary for repair, which exceed \$1,000.00 cumulative total as a result of the eleven (11) inspections, require written approval from the Administrator, Bureau of Turnpikes or his authorized representative.
5. Perform emergency repairs to the HVAC energy management and control systems at each of the eleven (11) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the effected site within four (4) to six (6) hours and complete the repairs within forty-eight (48) hours of notification.
6. The CONTRACTOR shall meet with the Bureau of Turnpikes Facilities Management Engineer for repairs beyond the HVAC energy management and control system inspection and preventive maintenance as outlined in No 1 above.

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Contractor initials:

J. A.

Date:

4.6.17

7. All work specified in Nos. 4, 5 & 6 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR shall submit invoices for work performed to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950

8. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing from the Administrator, Bureau of Turnpikes. Examples of valid reasons are
- Part unavailable with explanation why.
 - Repair is ongoing and requires additional time to complete.
 - Parts and labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which include:

- Specified time period until repair can be completed.
 - Devices affected and how it affects system.
 - Reasons for delay of repair.
 - And any other information to justify the request for non-compliance of the 48-hour provision.
9. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
10. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
11. The DEPARTMENT operates under an Environmental Management System (EMS). Our policy states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. After contract approval, the Bureau's Building and Maintenance Engineer will explain the Department's EMS Checklist (Exhibit G)

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Contractor initials: J.A.

Date: 4.6.17

12. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council (but not prior to July 1, 2017), ends on June 30, 2019, and is subject to Governor and Council approval. No work shall be performed prior to Governor and Council approval of the contract (as per Form P-37, Paragraph 3.2).

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Contractor initials: J.A.

Date: 4.6.17

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide the HVAC energy management and control system inspection, training and preventive maintenance service as cited in Exhibit A paragraphs 1, 2 & 3 for a lump sum fee of Three Thousand Dollars and No Cents (\$3,000.00) for all of the eleven (11) sites per semi-annual inspection (one inspection and one lump-sum payment in May and one in October during each fiscal year of the contract).
2. The CONTRACTOR agrees to provide priority response service inclusive of labor, overhead and travel costs at a fixed hourly rate of Sixty Dollars and No Cents (\$60.00) per hour (portal to portal) regardless of time of day or holiday period.
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of Ten Percent (10%).
4. The total contract price shall not exceed Sixty Four Thousand Dollars and No Cents (\$64,000.00).
5. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
6. The Department shall make payments out of the following account numbers:

017-096-7027-048-500226 Central Maintenance - Contract Repairs, Building & Grounds
017-096-7032-048-500226 Blue Star Maintenance - Contract Repairs, Building & Grounds
017-096-7037-048-500226 Spaulding Maintenance - Contract Repairs, Building & Grounds

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Contractor initials: D. H.

Date: 4.6.17

EXHIBIT C - SPECIAL PROVISIONS

1. Termination of Contract for Convenience

The STATE reserves the right to terminate the work required of the CONTRACTOR by this contract at its convenience, and without cause, by written notice thereof provided to the CONTRACTOR. In the event of a termination of this contract for the STATE'S convenience, and without fault on the part of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for the full cost of its services for the work completed prior to the date of written notice of termination.

EXHIBIT D

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

Primary Services Per Inspection

- System and Service Review.** Formal review with staff to discuss the services performed during the inspection and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet changing needs and objectives.
- Scheduled Maintenance.** Maintenance shall be performed per the attached Schedule B to optimize the web based system and general system effectiveness. Turnpikes shall be notified of the scheduled maintenance and the work shall be supervised by a Maintenance Mechanic.
- Software and Web Based System Maintenance.** Recommend with a cost estimate any manufacturer's web based system software revisions to maintain or improve present performance within the functional capabilities of the system. No operating system shall have software upgrades without the written authorization from the Bureau of Turnpikes.
- Database Web Based System Protection.** Protect database and web based system by saving this information and maintaining a copy on premises with a backup disk.
- System and Service Log.** Provide a log to document concerns, system problems, service visits and other related items requiring attention. Each scheduled service visit shall begin with a review of this log.
- Operator Training.** Provide no less than **2 but no greater than 8** hours of on-site operator(s) training per site, scheduled during inspections.
- System Access.** All Turnpike Maintenance Mechanics shall have full access to monitor the system and to modify the control systems at all times. All software access shall be granted to the Maintenance Mechanics for all troubleshooting and the necessary modifications to the operating system.

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Contractor initials: J. A.

Date: 4.6.17

EXHIBIT E

SCHEDULED MAINTENANCE SCHEDULE ENERGY MANAGEMENT & CONTROL SYSTEM COMPREHENSIVE TEST & INSPECTION

Verify and Check Main Operator's Workstation and Web Based System

Functionality

- Current Date and Time
- Drives
- CD ROM Drive
- Hard Drive
- Tests:
 - Memory
 - Hard Drive
 - CD Drive
 - System Board
 - Real-Time Clock
 - Serial Port(s)
 - Parallel Port(s)
 - Printer
 - Video
 - Input Devices
- Verify and Check System Configuration:
 - Processor
 - Base Memory
 - Extended Memory
 - Expanded Memory
 - Video Adapter
 - Hard Drive(s)
 - Floppy Drive(s)
 - Clock/Calendar
 - Parallel Port(s)
 - Serial Port(s)
 - Web based system functionality

Software and Communications

- Check Web based and local Software Operation
(Including Web based connections)
- Check Local Communications / Modem(s)
(Including all Web based communications)
- Check Controller(s) Configuration
- Check Mouse Software
- Run Summary of Peripheral Device(s)

Special Conditions

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

Controller(s)

- Verify and Check:
 - Operation
 - Communications
 - Digital Output(s)
 - Digital Input(s)
 - Analog Output(s)
 - Analog Input(s)
 - Extended Module(s)
- Verify and check all operating sequences of equipment and controllers.
- Review and back up trend logs.
- Review and back up operator logs.

Field Devices

- Verify and Check:
 - Temperature Sensor(s)
- Verify and Check:
 - Relay(s)
 - Valve Actuator(s)
 - Transducer(s)
- Calibrate all sensors and transducers.

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Contractor initials: J. A.

Date: 4.6.17

EXHIBIT F

LIST OF SITES AND UNITS TO CONTROL

LOCATION	UNITS
<p><u>LOCATION #1</u> Rochester Toll Plaza Spaulding Turnpike Rochester, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #2</u> Dover Toll Plaza Spaulding Turnpike Dover, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

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Contractor initials: J. A.

Date: 4.6.17

<p><u>LOCATION #3</u> Hampton Side Toll I-95 Exit 2 Hampton, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #4</u> Hampton Toll Plaza I-95 Hampton, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p>Seabrook Welcome Center I-95 Hampton, NH</p>	<p>No direct digital control</p>

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Date: 4.6.17

<p><u>LOCATION #5</u> F.E. Everett (FEE) FEE Exit 11 Ramp Toll Plaza Central Turnpike Merrimack, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #6</u> Hooksett Main Toll I-93 Hooksett, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

Contractor initials: J.A.

Date: 4.6.17

<p><u>LOCATION #7</u> Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #8</u> Bedford Toll Plaza F.E. Everett Turnpike (FEE) Bedford, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

<p><u>LOCATION #9</u> FEE Exit 10, Merrimack Industrial Toll Plaza Central Turnpike</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION # 10</u> Nashua E-ZPass/DMV Center FEE Exit 6 Nashua, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1 (AHU1, AHU2, AHU3) VAV Controls Boiler control. Hot Water Pumps Exhaust fans. Reheat Coils. Fintube Radiation Control Radiant Floor Heating Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

<p><u>LOCATION #11</u> Rochester Maintenance 47 Route 16 Connector Rochester, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters Radiant Floor Heating</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
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Contractor initials: J.A.

Date: 4.6.17



Contractor Safety & Environmental Checklist EIP-6- Form 6c

Contractor Company Name: Precision Temperature Control, Inc.

Date Reviewed: 4.6.17

Project Description: HVAC Energy Management + Control System Inspection Preventive

Contractor Name: Joseph A. Hennessy Maintenance + Emergency Repair Service

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Smoking	Smoking is not permitted behind fence or < 50 ft from Main Building.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equip.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply will all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply will all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Chemicals	Copies of MSDS must be available on site.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three point stance
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy 501.01.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Initials: J. A.

Date: 4.6.17

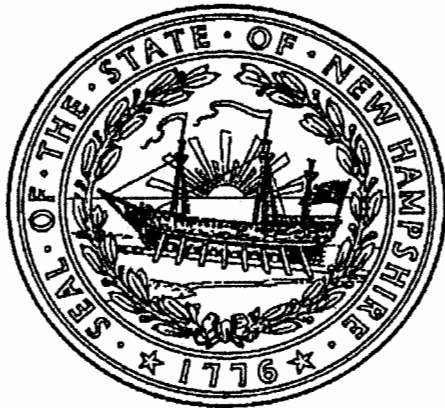
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PRECISION TEMPERATURE CONTROL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 10, 2004. 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: 488160



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



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SYSTEMS DESIGN AND BUILD

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Keene, NH
460 Route 101



(603) 471-9023
Bedford, NH
Bedford, NH 03110

1-800-694-8632

CERTIFICATE OF AUTHORITY

April 7, 2017

I, Carol Redlich, secretary of Precision Temperature Control, Inc. do hereby certify that Precision Temperature Control, Inc. was established October 10, 1984. It is further certified that the corporation's bylaws, adopted again on September 2014 grant Joseph A. Hennessy, vice president of Precision Temperature Control, Inc the authority to bind the company. This authority remains in effect and has not been amended or repealed as of this date.

Sincerely,

A handwritten signature in cursive script that reads "Carol Redlich".

Carol Redlich
Secretary
Precision Temperature Control Inc.

