



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276



62 4B

Margaret D. LaBrecque
Commandant

Telephone: (603) 527-4400
Fax : (603) 527-4402

September 2, 2014

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a **SOLE SOURCE** contract with Simplex Grinnell, (VC# 175878), 35 Progress Ave, Nashua, NH 03062-3301 in the amount of \$115,280.00 to provide recurring annual fire alarm test and inspection – parts and labor at the NH Veterans Home from the date of Governor and Council approval through June 30, 2019.

Funding Source 100% General Fund.

Funds are available in account titled 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, as follows:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
#-048-500226 Bldg & Grds -Cont	\$27,456	\$19,456	\$21,456	\$25,456	\$21,456

EXPLANATION

Whereas this equipment is proprietary to Simplex it requires technicians with computer based software to access the programming levels and to make changes to the system. Because this is not a service that can be performed by any other vendor other than Simplex, this item is **SOLE SOURCE**.

This contract provides for the fire alarm test and inspection- parts and labor that is required for all health care facilities. The plan covers all component replacement on the central processing unit, control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/visible units, door contracts, etc.) associated with the system. Smoke/Damper inspection and Smoke Detector Sensitivity Testing as well as emergency services as needed.

This contract has been approved by the Attorney General’s Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

Margaret D LaBrecque
Margaret D. LaBrecque
Commandant

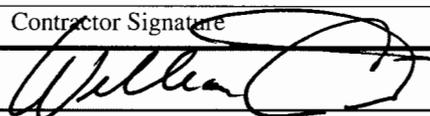
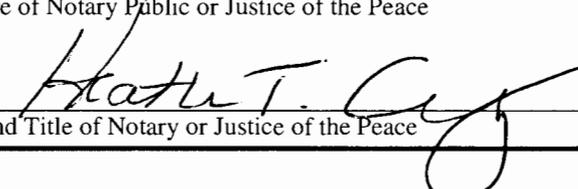
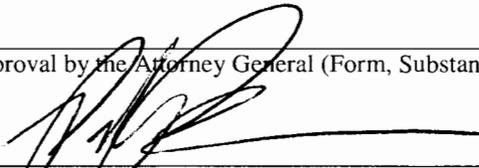
Subject: Fire Alarm Test and Inspection - Parts and Labor FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Veterans Home</u>		1.2 State Agency Address <u>139 Winter Street, Tilton NH 03276</u>	
1.3 Contractor Name <u>Simplex Grinnell</u>		1.4 Contractor Address <u>35 Progress Ave, Nashua NH 03062-3301</u>	
1.5 Contractor Phone Number <u>603-521-1171</u>	1.6 Account Number <u>43-53580000-500226</u>	1.7 Completion Date <u>June 30, 2019</u>	1.8 Price Limitation <u>\$ 115,280.00</u>
1.9 Contracting Officer for State Agency <u>Margaret D. LaBrecque</u>		1.10 State Agency Telephone Number <u>603-527-4844</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>WILLIAM CARD, DISTRICT COMMANDANT</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8-14-14</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] 		Heather T. Coffey, Notary Public My Commission Expires July 15, 2019 August 5, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Heather T. Coffey</u>			
1.14 State Agency Signature <u>Margaret D LaBrecque</u>		1.15 Name and Title of State Agency Signatory <u>Margaret D. LaBrecque, Commandant</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>8/18/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 8/14/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials UC
Date 8/14/14

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.

Contractor Initials UC
Date 8/14/14

EXHIBIT A SCOPE OF SERVICES

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide construction repairs and improvements to the John Stark Neighborhood on the ground level of the Life Enhancement Dementia Unit.

1) Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX PROG 4100U SYSTEM

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

2) Smoke/Damper Inspection

SimplexGrinnell's approved Smoke/Fire Damper Testing Company will remove and reset fusible links on dampers, verify such damper fully closes and if necessary, replace any fusible link that is compromised and as necessary, lubricate all moving parts on each damper, clear each damper of debris. Actuators on electric and pneumatic smoke dampers will be manually activated. The location of each damper will be identified on Customer's drawings, along with placement of identification stickers on ceilings or other location to assist in locating dampers in the future. Inspection documentation provided to Customer Representative. The report shall include a listing of the location of each damper, damper number, Pass/fail status. In addition, photographs will be supplied of each damper before and after performance of the inspection services (showing each damper opened and, where operable, closed.)

3) Smoke Detector Sensitivity Testing - 100% of Devices Every Other Year

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

4) Emergency Service (Normal Working Hours)

Emergency Service (Provided during normal working hours, Monday-Friday excluding SimplexGrinnell holidays).

This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding SimplexGrinnell holidays, unless outlined in the agreement.

5) Recurring Annual Investment

Fire Alarm Test & Inspect - Parts and Labor
(Panel & Peripherals)

SIMPLEX 4100U SYSTEM

Main Fire Alarm Panel 1 Annual

Fire Alarm Battery (each) 3 Annual

Annunciator 3 Annual

Smoke Detector Conventional 457 Annual

Heat Detector Restorable 30 Annual

Duct Sensor Addressable 16 Annual

Pull Station 64 Annual

Audio-Visual Unit Addressable 244 Annual

EXHIBIT A
SCOPE OF SERVICES

Door Holder 48 Annual
Fire Alarm Master Box 1 Annual
Remote Power Supply/NAC Extender 2 Annual
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)
Fire Alarm Sensitivity Testing SIMPLEX 4100U
Fire Damper Testing
Off-Hours Service Calls

- 6) The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.6). Any work undertaken by the contractor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through December 30, 2014.
- 7) Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

Scope of Work for Year 1 to include:

Preventative Maintenance Agreement cost - \$17,956
Off Hours Service Calls - \$1,500
Sensitivity Testing (every other year requirement) - \$2,000
Damper Testing (every 3 year requirement) - \$6,000

Total Cost Year 1 - \$27,456

Scope of Work for Year 2 to include:

Preventative Maintenance Agreement cost - \$17,956
Off Hours Service Calls - \$1,500

Total Cost Year 2 - \$19,456

Scope of Work for Year 3 to include:

Preventative Maintenance Agreement cost - \$17,956
Off Hours Service Calls - \$1,500
Sensitivity Testing (every other year requirement) - \$2,000

Total Cost Year 3 - \$21,456

Scope of Work for Year 4 to include:

Preventative Maintenance Agreement cost - \$17,956
Off Hours Service Calls - \$1,500
Damper Testing (every 3 year requirement) - \$6,000

Total Cost Year 4 - \$25,456

Scope of Work for Year 5 to include:

Preventative Maintenance Agreement cost - \$17,956
Off Hours Service Calls - \$1,500
Sensitivity Testing (every other year requirement) - \$2,000

Total Cost Year 5 - \$21,456

Total not to exceed cost - \$115,280.00

A. Invoicing:

The Contractor shall invoice the NHVH as service is performed. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The NHVH does not pay late charges or interest.

EXHIBIT C
SPECIAL PROVISIONS

NO other special provisions.

CERTIFICATE

I, Chris Maxie, Secretary of SimplexGrinnell LP, a Delaware limited partnership, (the "Partnership") and its General Partner Simplex Time Recorder LLC., hereby certify that at a meeting of the Board of Directors of the General Partner, held at Exeter, New Hampshire, on May 3, 2001, at which a quorum was present and acting throughout, the following resolution was duly adopted:

RESOLVED: Each District General Manager be, and he hereby is, authorized and empowered to sign in the name and on behalf of the Partnership, under its corporate seal or otherwise:

All bids, proposals, tenders and contract documents with respect to the sale, design, and/or installation of fire protection systems, access control & security systems as well as alarm and detection systems, time and attendance and workforce solution systems, nurse call, and communications systems and to do any and all acts necessary or incident to the completion of any such contract document; provided, however, that any such bid, proposal, tender and/or contract in excess of \$500,000.00 must be accompanied by written approval of a Vice President, Secretary and/or an Assistant Secretary of the Partnership;

All documents with respect to any supplementary work (additional work, changes, modifications, etc.) concerning any of the above described systems pursuant to any existing contract, and to do any and all acts necessary or incident to the completion of any existing contract; and

All lien waivers, releases, discharges or privileges, inspection service contracts, contractor's affidavits, guarantees and/or surety bonds, required by, or appropriate for customers of the Partnership in connection with contracts to which the Partnership is a party and in connection with work performed by the Partnership."

I further certify that the foregoing resolution is in full force and effect.

I further certify that William R. Card is the District General Manager for the Nashua, New Hampshire district office of SimplexGrinnell LP.

WITNESS MY HAND and the seal of the Company effective as of this 18th day of November, 2012.




Chris Maxie
Secretary

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 SIMPLEXGRINNELL LP is doing business in New Hampshire as SIMPLEXGRINNELL LIMITED PARTNERSHIP a(n) Delaware Limited Partnership registered to transact business in New Hampshire on April 19, 2001. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of July, A.D. 2014

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

William M. Gardner
Secretary of State

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell LP 35 Progress Avenue Nashua, NH 03062 United States	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:
 Theresa Thuillier (Email: tthuillier@simplexgrinnell.com Phone: 603-521-1175)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®
 Business Process Automation for Risk Management, Insurance, and Trade Finance
 To learn what EXIGIS can do for your business visit exigis.com or call 800.928.1963