

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Turnpikes
May 11, 2015

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 \$65,250.00 for HVAC Control System Inspection and Service, effective upon approval of Governor and Council approval through June 30, 2017. 100% Turnpike Funds.

Funding for this agreement is available in the fiscal year 2016 and 2017 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 2016</u>	<u>FY 2017</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	\$10,250.00

EXPLANATION

The NH Turnpike System has eleven (11) HVAC systems at ten (10) Toll Facilities and the Seabrook Welcome/Tourist Information Center 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 March 11, 12 and 13, 2015 and on the Bureau of Turnpikes website from March 11, 2015 through the bid opening. Invitations to bid were also sent to two (2) companies who submitted bids in the Fiscal Year 2013. Only one sealed bid was received, but it was returned to the bidder unopened because it was received after the deadline for the bid opening.

The Department again advertised for bids in the Manchester Union Leader on April 8, 9 and 10, 2015 and on the Bureau of Turnpikes website from April 8, 2015 through the bid opening. Invitations to bid were also sent to the same two (2) companies who submitted bids in the Fiscal Year 2013 and to two (2) additional companies. Three (3) sealed bids were received and publicly opened on April 23, 2015 (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, 2017 (contract total \$65,250.00).

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 2016 and 2017 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,

A handwritten signature in black ink, appearing to read "William Cass".

William Cass, P.E.
Assistant Commissioner

Attachments

**Bid for H.V.A.C. Control Contract
 NHDOT Bureau of Turnpikes
 Bid Opening 4/23/2015**

	Low Bidder		Control	
	Precision Temperature	Control Inc.	Pro Controls Inc.	Technologies Inc.
Inspection/Preventive Maintenance of 11 Locations				
Semi-Annual Lump Sum for All Locations	\$ 3,000.00	\$ 3,700.00	\$ 4,650.00	
Number of Inspections During Contract Period	4	4	4	
Contract Cost of Inspections	\$ 12,000.00	\$ 14,800.00	\$ 18,600.00	
Emergency Repair Service				
Hourly Labor Rate	\$ 62.50	\$ 55.00	\$ 115.00	
Estimated Hours During Contract Period	500	500	500	
Contract Cost of Emergency Repairs	\$ 31,250.00	\$ 27,500.00	\$ 57,500.00	
Supply Repair Parts				
Percent Markup	10%	35%	25%	
Estimated Cost (before markup) During Contract Period	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
Contract Cost of Supply Parts	\$ 22,000.00	\$ 27,000.00	\$ 25,000.00	
Contract Cost	\$ 65,250.00	\$ 69,300.00	\$ 101,100.00	

Subject: HVAC Control System Inspection & Service - NH Bureau of Turnpikes

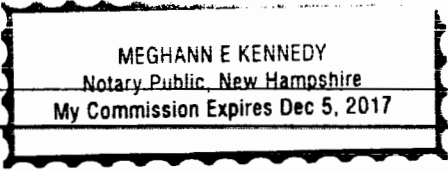
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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, 2017	1.8 Price Limitation \$65,250.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature <i>Gene Hennessy</i>		1.12 Name and Title of Contractor Signatory <i>Gene Hennessy Sales + Service</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/16/15</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 <i>Meghann E Kennedy</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Meghann E Kennedy notary public</i>			
1.14 State Agency Signature <i>William P. Farrell</i>		1.15 Name and Title of State Agency Signatory <i>William P. Farrell, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>M. V. [Signature]</i> On: <u>5/18/15</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. 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 *[Signature]*
Date *5/14/15*

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.

[Handwritten Signature]
[Handwritten Date]

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 sump 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) 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: 

Date: 

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 CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.
10. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council (but not prior to July 1, 2015), ends on June 30, 2017, 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).

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 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-Two Dollars and Fifty Cents (\$62.50) 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 Five Thousand Two Hundred Fifty Dollars and No Cents (\$65,250.00).
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

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.

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Contractor initials:

Date:

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.
- 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.
- 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 2.5** hours of on-site operator(s) training per site, scheduled during inspections.

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
 - Floppy 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: 

Date: 

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.</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>
<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.</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>

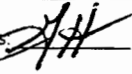
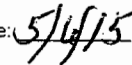
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Contractor initials: 


Date: 5/6/15

<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><u>LOCATION #5</u> Seabrook Welcome Center I-95 Hampton, NH</p>	<p>No direct digital control</p>

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<p><u>LOCATION #6</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 #7</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: 


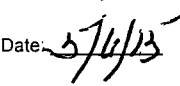
Date: 5/6/15

<p><u>LOCATION #8</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 #9</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>

Contractor initials: 

Date: 

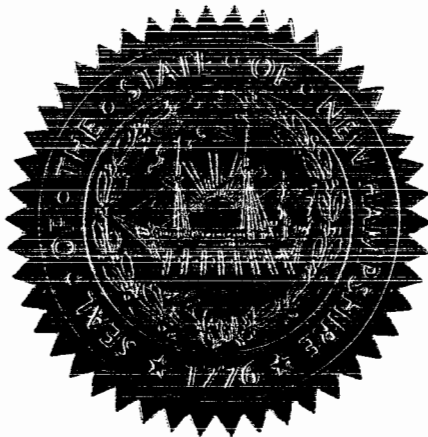
<p><u>LOCATION #10</u> FEE Exit 10, Merrimack Industrial Toll Plaza Central Turnpike</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables HV-1. VAV Controls Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control 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 # 11</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>

Contractor initials: 
Date: 

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 corporation duly incorporated under the laws of the State of New Hampshire on September 10, 2004. 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 6th day of May, A.D. 2015

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

William M. Gardner
Secretary of State

Precision Temperature Control Inc.

AIR CONDITIONING * HEATING * REFRIGERATION SERVICE, INSTALLATION AND MAINTENANCE
SYSTEMS DESIGN AND BUILD

(603) 352-5254
Keene, NH
460 Route 101

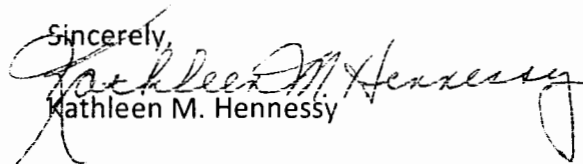


(603) 471-9023
Bedford, NH
Bedford, NH 03110

1-800-694-8632

CERTIFICATE OF AUTHORITY

I, Kathleen M. Hennessy, secretary of Precision Temperature Control, Inc. do hereby certify that Eugene G. Hennessy of Precision Temperature Control, Inc. and has been since October 10, 1984. It is further certified that the corporations bylaws, adopted again on September 10, 2004 grant Eugene G. Hennessy 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,

Kathleen M. Hennessy

Secretary

Precision Temperature Control, Inc.

Date May 6, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2015

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 Boyd & Boufford, LLC 8 Main Street Amherst, NH 03031		CONTACT NAME: Jeffrey A Boufford	
		PHONE (A/C, No, Ext): 603-673-7228	FAX (A/C, No): 603-673-7290
		E-MAIL ADDRESS: jboufford.boydi03@insuremail.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Phenix Mutual Insurance Co.	23175
INSURED Precision Temperature Control Inc Attention: Jim Hennessey 460 Route 101 Bedford, NH 03110		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			44000845-20	03/13/2015	03/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			44000845-20	03/13/2015	03/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			44000845-20	03/13/2015	03/13/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	44000845-20	03/13/2015	03/13/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder shown below is an Additional Insured, under the General Liability Section.

CERTIFICATE HOLDER	CANCELLATION
STATE NH State of New Hampshire Department of Transportation P O Box 483 Concord, NH 03110	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 