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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
September 30, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with ENE Systems of NH, Inc. of Bow, NH (Vendor #270016) in the amount of \$115,625.00 for HVAC Control System Inspection and Service, effective upon approval of Governor and Council approval through June 30, 2021. 100% Turnpike Funds.

Funding for this agreement is available in State Fiscal Year 2020 and State Fiscal Year 2021 budget, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-961017-7027 Central Maintenance 048-500226 Contract Repairs; Bldg. Grounds	\$31,406.25	\$31,687.50
04-96-96-961017-7032 Blue Star Maintenance 048-500226 Contract Repairs; Bldg. Grounds	\$ 9,421.88	\$ 5,281.25
04-96-96-961017-7037 Spaulding Maintenance 048-500226 Contract Repairs; Bldg. Grounds	\$21,984.37	\$15,843.75

EXPLANATION

The NH Turnpike System has eleven (11) 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 June 19, 20 and 21, 2019 and on the Bureau of Turnpikes and Purchase and Property's websites from June 19, 2019 through the bid opening. Invitations to bid were also sent to three (3) companies who submitted bids in prior years. Two (2) sealed bids were received and publicly opened on July 18, 2019 (bid results attached). ENE Systems of NH, Inc. was the low bidder.

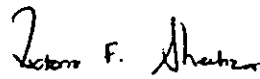
Addendum No. 1 was issued July 10, 2019. Bidders were instructed to return the addendum with the RFB form and the due date was extended to July 18, 2019.

The contract will begin subsequent to approval by the Governor and Council and end on June 30, 2021 (contract total \$115,625.00).

The Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. 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

NHDOT Bureau of Turnpikes
H.V.A.C. Control Contract
RFB TPK 2019-04
Bid Results - July 18, 2019

Low Bidder

	ENE Systems of NH, Inc.	Alliance Group Inc.
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Inspection/Preventive Maintenance of 11 Locations

Semi-Annual Lump Sum for All Locations	\$ 6,000.00	\$ 4,200.00
Number of Inspections During Contract Period	4	4
Contract Cost of Inspections	\$ 24,000.00	\$ 16,800.00

Emergency Repair Service - Monday - Friday 06:00 to 18:00 (est. 550 hours over contract term):

Hourly Labor Rate	\$ 85.00	\$ 109.00
Estimated Hours During Contract Period	550	550
Contract Cost of Emergency Repairs	\$ 46,750.00	\$ 59,950.00

05:59 as well as weekends/holidays (est. 50 hours over contract term):

Hourly Labor Rate	\$ 127.50	\$ 163.00
Estimated Hours During Contract Period	50	50
Contract Cost of Emergency Repairs	\$ 6,375.00	\$ 8,150.00

Supply Repair Parts: Cost will be based on \$35,000 (before markup) for the contract ending 6/30/2021

Percent Markup	10%	30%
Estimated Cost (before markup) During Contract Period	\$ 35,000.00	\$ 35,000.00
Contract Cost of Supply Parts	\$ 38,500.00	\$ 45,500.00

Contract Cost \$ 115,625.00 \$ 130,400.00

Opened by: Margaret Blacker, Business Administrator
Recorded by: Jennifer Anderson, Business Manager


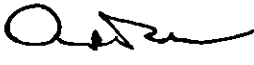
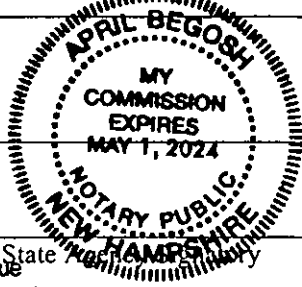
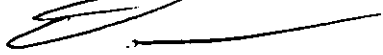
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name ENE Systems of NH, Inc.		1.4 Contractor Address 155 River Road, #10 Bow, NH 03304	
1.5 Contractor Phone Number 603-856-0330	1.6 Account Number See Exhibit B, Paragraph 8	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$115,625.00
1.9 Contracting Officer for State Agency David M. 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 R. Lindsay Drisko, President	
1.13 Acknowledgement: State of NH , County of Merrimack On 8/27/19 , 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 <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <p align="center">APRIL BEGOSH, NOTARY</p>			
1.14 State Agency Signature  Date: 10/16/19		1.15 Name and Title of State 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: Emily C. Gary On: Oct. 22, 2019			
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 ZUD
Date 8/21/11

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A - SCOPE OF SERVICES

A. 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 email sam.newsom@dot.nh.gov, within ten (10) days of completion.
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 shall 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.

Contractor Initials: RLD

Date: 8/27/19

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
Email Address:
DOT-NHTurnpikesAP@dot.nh.gov

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
- a. Part unavailable with explanation why.
 - b. Repair is ongoing and requires additional time to complete.
 - c. 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:

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.
- d. And any other information to justify the request for non-compliance of the 48-hour provision.

Contractor Initials: RLD

Date: 8/27/19

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. 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.
2. 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.
3. The CONTRACTOR is responsible for compliance with the Safety and Health regulations for construction (specifically 1926 Subpart K – Electrical but all parts as applicable) that apply to all employers subject to the regulations promulgated by OSHA and National Electric Code (NEC) latest edition, as well as any municipal electrical ordinances and codes.
4. The DEPARTMENT operates under an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit G) 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 Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit H) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

C. WARRANTIES

1. The Contractor shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year. The CONTRACTOR shall bear all expenses to repair any warranty related work, to include parts, labor and any trip charges associated with that repair.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

Contractor Initials: RLD

Date: 8/27/15

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 Six Thousand Dollars and No Cents (\$6,000.00) 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 H.V.A.C. Control service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) for
 - Monday through Friday 06:00 to 18:00 Eighty-Five Dollars (\$85.00) per hour
 - Monday through Friday 18:01 to 05:59 as well as weekends/holiday One Hundred Twenty-Seven Dollars and fifty cents (\$127.50) per hour
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 One Hundred Fifteen Thousand Six Hundred Twenty-Five Dollars and No Cents (\$115,625.00).
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. Locations can be added or removed by the DEPARTMENT with a 30 day emailed notice to vendor.
7. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2019, ends on June 30, 2021, and is subject to Governor and Council approval,
8. 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

Contractor Initials: RLS

Date: 8/2/19

EXHIBIT C - SPECIAL PROVISIONS

1. No special provisions are required by the DEPARTMENT

1 :

116

Contractor Initials: RLD

Date: 8/27/16

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 Exhibit E 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.
- 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.

Contractor Initials: RLD

Date: 8/2/19

EXHIBIT E

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

Verify and Check Main Operators Workstation And Web Based System Functionality

- Current Date and Time
- All computer hardware
- Test hardware and software for issues
- Check System Configuration to make sure all hardware and software is working
- Check remote connection and functionality if available

Software and Communications

- Check Web based and local Software Operation (Including Web based connections)
- Check Local Communications / Routers
- Check Controller(s) Configuration

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)
- Relay(s)
- Valve Actuator(s)
- Transducer(s)
- Calibrate all sensors and transducers.

Contractor Initials: RL

Date: 8/27/19

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. 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> Rochester Maintenance 47 Route 16 Connector Rochester, NH</p>	<p>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 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: RLD

Date: 8/27/19

<p><u>LOCATION #3</u> Dover Toll Plaza Spaulding Turnpike Dover, NH</p>	<p>DDC Controller. 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 #4</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>

Contractor Initials: RLD

Date: 8/27/19

<p><u>LOCATION #5</u> Hampton Main 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.</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 #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.</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>

Contractor Initials: RID

Date: 8/27/19

<p><u>LOCATION #7</u> Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH</p>	<p>DDC Controller. 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 (FEET) Bedford, NH</p>	<p>DDC Controller. 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: B/D

Date: 8/27/19

<p>LOCATION #9 F.E. Everett (FEET) Exit 10 Ramp Toll Plaza Central Turnpike Merrimack, NH</p>	<p>DDC Controller. HV-1. VAV Controls 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>LOCATION #10 F.E. Everett (FEET) Exit 11 Ramp Toll Plaza Central Turnpike Merrimack, NH</p>	<p>DDC Controller. HV-1. VAV Controls 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>

Contractor Initials: RLD

Date: 8/27/19

<p><u>LOCATION # 11</u> Nashua E-ZPass/DMV Center FEET Exit 6 Nashua, 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 Exhaust fans. Reheat Coils. Fintube Radiation Control Radiant Floor Heating Cabinet Unit Heaters. Laptop Computer – Property of Turnpikes 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: RLA

Date: 8/27/15

EXHIBIT G

Adopted: September 21, 2001
Revised: November 17, 2009

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY 501.01

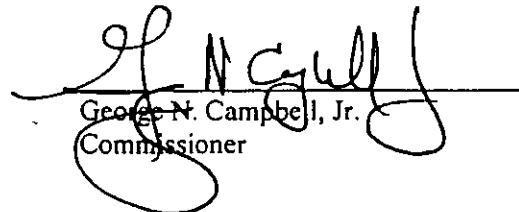
Title: Environmental Policy

Statement:

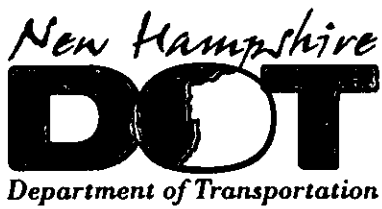
The New Hampshire Department of Transportation is the State's largest public works agency. Our activities affect the environment through land use, natural resource consumption, and transportation corridor redevelopment and maintenance activities. The Department will seek to minimize environmental impacts whenever practicable when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state. We will do this by operating in compliance with all applicable laws and regulations, by utilizing best management practices in all of our activities in an effort to prevent pollution, and by promoting environmental stewardship in our programs. We are committed to continuously improving our environmental performance through regular activity reviews, and by bringing forward improvements that merit implementation for reducing or eliminating negative environmental impacts.

Comments: To support the performance of our undertakings in an environmentally responsible manner, the Department will:

- Develop, implement and maintain an Environmental Management System (EMS) that encompasses Department program functions and complies with the requirements of the International Standard Organization's ISO 14001: 2004 standard for environmental management systems;
- Utilize the EMS, with support and guidance from the Office of Stewardship & Compliance, to set objectives and targets for process improvements that can be measured and regularly monitored, and contribute to pollution prevention and protection of the state's natural resources;
- Minimize Department-generated waste by reducing, reusing, or recycling materials, and using environmentally friendly materials and products whenever practicable;
- Communicate our commitment to this policy to our employees, consultants, contractors, and other interested parties;
- Provide employees with training appropriate to their functions concerning the Department's environmental responsibilities, through the new-employee orientation process and periodic refresher training;
- Utilize an appropriate proactive public stakeholder involvement process to address environmental concerns and facilitate problem solving in a collaborative manner; and
- Make this environmental policy available to the public and all interested parties.


George N. Campbell, Jr.
Commissioner

Contractor Initials: RLD
Date: 8/27/11



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

Contractor Company Name: ENE Systems of NH
 Date Reviewed: 8/27/19
 Project Description: ATC P/M + SERVICE
 Contractor Name: Paul O'Brien

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 checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of MSDS must be available on site.
<input checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input 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.

Contractor Initials: RIA

Date: 8/27/19

State of New Hampshire

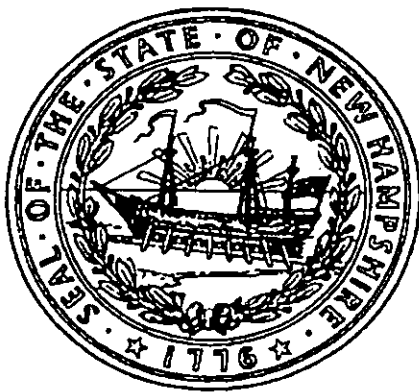
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. 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: 729782

Certificate Number: 0004540495



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July A.D. 2019.

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


William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Lindsay Drisko hereby certify that I am the sole member of the board of directors of ENE Systems of NH, Inc.

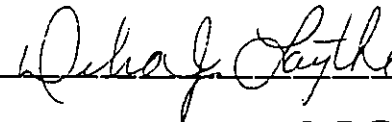
I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

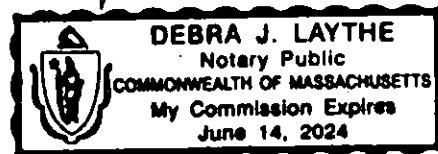
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed: 
Date: August 27, 2019

State of Massachusetts, County of Norfolk

On this the 27th day of August 2019, before me Debra J. Laythe, the undersigned officer, personally appeared Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.







ENESYST-01

CFOGARTY

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RogersGray, Inc. 434 Rte 134 South Dennis, MA 02660	CONTACT NAME: PHONE (A/C, No, Ext): (800) 553-1801	FAX (A/C, No): (877) 816-2156	
	E-MAIL ADDRESS: mail@rogersgray.com		
INSURED ENE Systems of NH 155 River Road Bow, NH 03304	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company of Illinois		27855
	INSURER B: Zurich American Insurance Company		16535
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

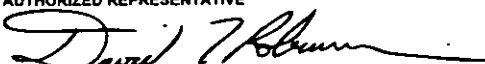
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO9809451-02	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9809452-02	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15T3946A-19	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9809450-02	3/1/2019	3/1/2020	<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)
RE: HVAC Energy Management & Control System Inspections, Preventive Maintenance and Emergency Repair Service
 state of Newhampshire, Department of Transportation is included as Additional Insured for General Liability and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess (Umbrella) Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of transportation Buerau of Turnpikes PO Box 2950 Concord, NH 03302	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 
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ACORD 25 (2016/03)

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