



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

October 24, 2013

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

*Sole Source*

## Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to amend the **sole source** agreement with Honeywell International, Inc (VC#175135-P001) 101 Columbia Rd, PO Box 1057, Morristown, NJ, in the amount of \$9,607.00 to provide mechanical maintenance/air filter services. The original contract with Honeywell, approved on September 12, 2013 by the Director of Administration, Department of Safety, for \$9,607.00 was under the Governor and Council threshold. This contract amendment in the amount of \$9,607.00 increases the total amount from \$9,607.00 to \$19,214.00 and extends the end date from December 31, 2013, through June 30, 2014. Effective upon Governor and Council approval. Funding source: 100% Revolving Funds.

Funding is available in the SFY2014 operating budget as follows:

02-23-23-237010-40650000 Dept. of Safety – Div of FST&EMS – Fire Standards and EMS Admin  
103-502664 Contracts for Operational Services

**FY2014**  
**\$9,607.00**

## Explanation

This contract is **sole source** as the HVAC system is controlled by Honeywell controls and is a proprietary system. The contractor provides maintenance for the control and mechanical system, components, and hardware for the HVAC and heating systems for the Fire Academy Administration building. Honeywell has maintained the HVAC system since the building was opened in 1994.

Due to technical difficulties with the system, the Division contracted with an engineering firm to conduct a study in which the system and controls were examined and components that need to be repaired, replaced, or upgraded were identified in order to ensure proper, energy-efficient operation of the system. By working with the Bureau of Public Works, the Division now has an approved capital request under which the system design phase has begun. The removal of all proprietary components will be included in the design so that, once this phase is completed, the maintenance and servicing of the entire system can go for bid. This six-month contract will provide sufficient time to complete both the design of the new system and the bidding process.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

Contract Amendment

To provide mechanical maintenance/air filter services

Honeywell International Inc. (VC#175135)

It is hereby agreed that the initial contract, approved by Director of Administration, Department of Safety, on September 12, 2013, between Honeywell International Inc. as "Contractor" and the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services as "State," for mechanical maintenance air filter services is amended as follows:

1. Increase the following appropriations:

Activity Code: 2370

FST & EMS – FST & EMS Admin

02-23-23-237010-4065-103-502664

Contracts for Operational Services

FY2014

\$9,607.00

Funding Source: 100 %  
Fire and EMS Fund.

2. Both parties agree to amend the agreement approved by Director of Administration, Department of Safety, to extend the effective date until June 30, 2014 for an additional cost of \$9,607.00 for the six month extension. All other provisions of that certain service agreement shall remain in full force and effect.

Honeywell

(Contractor)

By: Craig Maynard

Title: Operations Manager

Company: Honeywell

State of: Maine

County of: Cumberland

On the 22 day of October 2013, there appeared before me in the state and county foresaid, a person who satisfactorily identified himself as CRAIG MAYNARD and acknowledged that he executed this document.

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

Mare E. Leary  
Notary Public/Justice of the Peace

My Commission Expires: 7/10/16  
(Affix Seal)

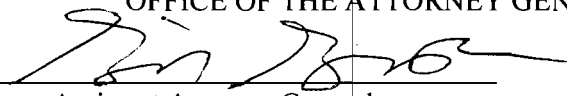
STATE OF NEW HAMPSHIRE

By: 

Title: Director of Administration

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution

OFFICE OF THE ATTORNEY GENERAL

By: 

Assistant Attorney General

On: November 13, 2013

Governor and Council of New Hampshire

On: \_\_\_\_\_, \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

## CERTIFICATE

Honeywell Inc a/k/a Honeywell International

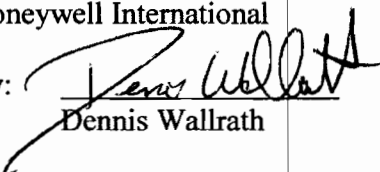
I, the undersigned General Manager East Region HBS of Honeywell International, do hereby certify that:

The named person, Craig A Maynard, Field Operations Manager, is duly qualified and acting Authorized Office of the Company, holding the respected offices set forth opposite his name and the signatures set forth, and is authorized to sign contracts of behalf of the corporation. This authority was granted at a duly called meeting of the corporation board of directors on January 23<sup>rd</sup>, 1998.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 22  
Day of October, 2013.

Honeywell International

By:

  
Dennis Wallrath

Its: General Manager East Region HBS

CC: Craig A Maynard, Field Operations Manager

# 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 HONEYWELL INTERNATIONAL INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 6, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13<sup>th</sup> day of August, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/21/2013

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).

|                                                                                                                              |                                        |                                             |  |                                       |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|--|---------------------------------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>199 Water Street<br>New York NY 10038-3551 USA | <b>CONTACT NAME:</b>                   | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 |  | <b>FAX (A/C. No.):</b> (847) 953-5390 |
|                                                                                                                              | <b>E-MAIL ADDRESS:</b>                 |                                             |  |                                       |
| <b>INSURED</b><br>Honeywell International Inc.<br>101 Columbia Road<br>Morristown NJ 07962 USA                               | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                             |  | <b>NAIC #</b>                         |
|                                                                                                                              | INSURER A: Greenwich Insurance Company |                                             |  | 22322                                 |
|                                                                                                                              | INSURER B: XL Insurance America Inc    |                                             |  | 24554                                 |
|                                                                                                                              | INSURER C: XL Specialty Insurance Co   |                                             |  | 37885                                 |
|                                                                                                                              | INSURER D:                             |                                             |  |                                       |
|                                                                                                                              | INSURER E:                             |                                             |  |                                       |
| INSURER F:                                                                                                                   |                                        |                                             |  |                                       |

**COVERAGES** **CERTIFICATE NUMBER:** 570049304371 **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.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE                                                                                                                      | ADDL INSR | SUBR WVD | POLICY NUMBER                             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b>                                                                                                               |           |          | RGC9437630                                | 04/01/2013              | 04/01/2014              | EACH OCCURRENCE \$5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000<br>MED EXP (Any one person) \$50,000<br>PERSONAL & ADV INJURY \$5,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS - COMP/OP AGG \$5,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                       |           |          |                                           |                         |                         |                                                                                                                                                                                                                                       |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                  |           |          |                                           |                         |                         |                                                                                                                                                                                                                                       |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                                     |           |          |                                           |                         |                         |                                                                                                                                                                                                                                       |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                              |           |          |                                           |                         |                         |                                                                                                                                                                                                                                       |
| A        | <b>AUTOMOBILE LIABILITY</b>                                                                                                            |           |          | RAC9437642                                | 04/01/2013              | 04/01/2014              | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000                                                                                                                                                                                       |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                                           |           |          | All other States                          | 04/01/2013              | 04/01/2014              | BODILY INJURY (Per person)                                                                                                                                                                                                            |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                                               |           |          | RAC9437644                                | 04/01/2013              | 04/01/2014              | BODILY INJURY (Per accident)                                                                                                                                                                                                          |
| A        | <input checked="" type="checkbox"/> HIRED AUTOS                                                                                        |           |          | MA                                        | 04/01/2013              | 04/01/2014              | PROPERTY DAMAGE (Per accident)                                                                                                                                                                                                        |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                                               |           |          | RAC9437643                                |                         |                         |                                                                                                                                                                                                                                       |
|          | <input type="checkbox"/> NON-OWNED AUTOS                                                                                               |           |          | NH - Primary \$1M                         |                         |                         |                                                                                                                                                                                                                                       |
|          | <b>UMBRELLA LIAB</b>                                                                                                                   |           |          |                                           |                         |                         | EACH OCCURRENCE                                                                                                                                                                                                                       |
|          | <b>EXCESS LIAB</b>                                                                                                                     |           |          |                                           |                         |                         | AGGREGATE                                                                                                                                                                                                                             |
|          | DED <input type="checkbox"/> RETENTION                                                                                                 |           |          |                                           |                         |                         |                                                                                                                                                                                                                                       |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                   |           |          | RWD94335403                               | 04/01/2013              | 04/01/2014              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER                                                                                                                                              |
| C        | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below |           |          | All other States                          | 04/01/2013              | 04/01/2014              | E.L. EACH ACCIDENT \$5,000,000                                                                                                                                                                                                        |
|          |                                                                                                                                        |           |          | RWC94335402                               |                         |                         | E.L. DISEASE-EA EMPLOYEE \$5,000,000                                                                                                                                                                                                  |
|          |                                                                                                                                        |           |          | Wisconsin                                 |                         |                         | E.L. DISEASE-POLICY LIMIT \$5,000,000                                                                                                                                                                                                 |
| C        | Excess WC                                                                                                                              |           |          | RWE94335404                               | 04/01/2013              | 04/01/2014              | EL Each Accident \$5,000,000                                                                                                                                                                                                          |
|          |                                                                                                                                        |           |          | Excess WC (AZ, OH, WA)                    |                         |                         | EL Disease - Policy \$5,000,000                                                                                                                                                                                                       |
|          |                                                                                                                                        |           |          | SIR applies per policy terms & conditions |                         |                         | EL Disease - Ea Emp \$5,000,000                                                                                                                                                                                                       |

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

## CERTIFICATE HOLDER

|                                                                                                                                     |                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of New Hampshire<br>Division of Fire<br>Standards & Training EMS<br>Heather Newland<br>33 Hazen Drive<br>Concord NH 03305 USA | <b>CANCELLATION</b>                                                                                                                                                                                                                           |
|                                                                                                                                     | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br><i>Aon Risk Services Northeast Inc.</i> |

Holder Identifier :

Certificate No : 570049304371

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

**ADDITIONAL REMARKS**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |

## ADDITIONAL POLICIES

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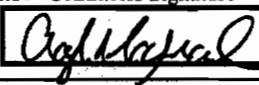
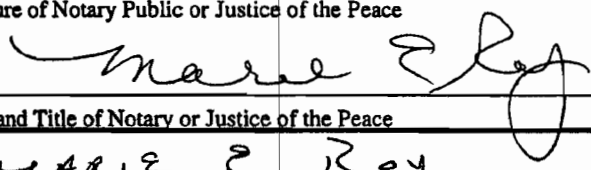
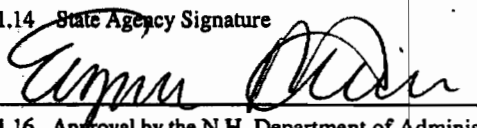
Subject: Honeywell International Inc. - Mechanical Maintenance/Air Filter Services **FORM NUMBER P-37 ( version 1/09)**

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

|                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>1.1 State Agency Name</b><br><div style="border: 1px solid black; padding: 2px;">Division of Fire Standards &amp; Training &amp; EMS</div>                                                                                                                                                                                                                             |                                                                                                                 | <b>1.2 State Agency Address</b><br><div style="border: 1px solid black; padding: 2px;">33 Hazen Drive, Concord, NH 03305</div>                    |                                                                                                     |
| <b>1.3 Contractor Name</b><br><div style="border: 1px solid black; padding: 2px;">Honeywell International Inc.</div>                                                                                                                                                                                                                                                      |                                                                                                                 | <b>1.4 Contractor Address</b><br><div style="border: 1px solid black; padding: 2px;">101 Columbia Rd, PO Box 1057, Morristown, NJ 07962</div>     |                                                                                                     |
| <b>1.5 Contractor Phone Number</b><br><div style="border: 1px solid black; padding: 2px;">603-668-6737</div>                                                                                                                                                                                                                                                              | <b>1.6 Account Number</b><br><div style="border: 1px solid black; padding: 2px;">02-23-23-237010-4065-103</div> | <b>1.7 Completion Date</b><br><div style="border: 1px solid black; padding: 2px;">December 31, 2013</div>                                         | <b>1.8 Price Limitation</b><br><div style="border: 1px solid black; padding: 2px;">\$9,607.00</div> |
| <b>1.9 Contracting Officer for State Agency</b><br><div style="border: 1px solid black; padding: 2px;">Jeffrey Phillips, Acting Director</div>                                                                                                                                                                                                                            |                                                                                                                 | <b>1.10 State Agency Telephone Number</b><br><div style="border: 1px solid black; padding: 2px;">603-223-4200 ext. 31004</div>                    |                                                                                                     |
| <b>1.11 Contractor Signature</b><br><div style="border: 1px solid black; padding: 2px;">  </div>                                                                                                                                                                                        |                                                                                                                 | <b>1.12 Name and Title of Contractor Signatory</b><br><div style="border: 1px solid black; padding: 2px;">Craig A. Maynard, Operations Mgr.</div> |                                                                                                     |
| <b>1.13 Acknowledgement:</b> State of <u>MAINE</u> , County of <u>CUMBERLAND</u><br>On <u>8/26/13</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. |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
| <b>1.13.1 Signature of Notary Public or Justice of the Peace</b><br><div style="border: 1px solid black; padding: 2px;">  </div>                                                                                                                                                       |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
| <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">[Seal]</div> <b>1.13.2 Name and Title of Notary or Justice of the Peace</b><br><div style="border: 1px solid black; padding: 2px;">MARIE E. ROY</div>                                                                                                                                             |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
| <b>1.14 State Agency Signature</b><br><div style="border: 1px solid black; padding: 2px;">  </div>                                                                                                                                                                                     |                                                                                                                 | <b>1.15 Name and Title of State Agency Signatory</b><br><div style="border: 1px solid black; padding: 2px;"></div>                                |                                                                                                     |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____                                                                                                                                                                                                                                     |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: _____ On: _____                                                                                                                                                                                                                                                                       |                                                                                                                 |                                                                                                                                                   |                                                                                                     |
| <b>1.18 Approval by the Governor and Executive Council</b><br>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.

## 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

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## **EXHIBIT A**

### **2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.**

Honeywell International, Inc. shall provide the following mechanical maintenance / air filter services to the Division of Fire Standards and Training & Emergency Medical Services as per the attached proposal #0040103289.

The time frame for this contract is effective upon July 1, 2013 through December 31, 2013.

**EXHIBIT B**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The total cost of this agreement is \$9,607.00 and invoices shall be submitted to:  
New Hampshire Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

## EXHIBIT C

These Special Provisions are incorporated herein by reference and made a part of the Honeywell Inc., Home & Building Control Agreement No. 0040103289. \_\_\_\_\_

Planned preventive maintenance calls shall include the following services to keep your systems operating properly:

- A. Check performance of all components.
- B. Examine, calibrate, and adjust all system components including:
  - 1. Boiler controls
  - 2. Burner
  - 3. Burner controls
  - 4. Domestic Hot Water Boiler
  - 5. Domestic Hot Water Burner and Controls
  - 6. Circulating Pumps and Motors
  - 7. Air Handling Unit Supply Fan Motors
  - 8. Air Handling Unit Return Fan Motors
  - 9. Air Conditioning Compressors
  - 10. Air Conditioning Unit Controls
  - 11. Air Conditioning Safety Controls and Limits
  - 12. Penthouse Exhaust Fans
  - 13. Condenser Fan Motors
  - 14. Pneumatic Thermostats
  - 15. Valve Operators and valve Bodies
  - 16. Damper Operators
  - 17. Pneumatic Air Compressor
  - 18. Refrigerated Air Dryer
  - 19. R7044 Excel Plus Panels, Sensors, Control Relays
- C. Repair or replace any worn or faulty mechanical components as listed above.
- D. Emergency service twenty-four hours a day, seven days a week.
- E. Boilers will be cleaned annually. Air-cooled condensing units will be cleaned annually.
- F. Air filters supplied by the Academy will be changed by Honeywell two (2) times per year.

# Honeywell Building Solutions

## SERVICE AGREEMENT

Date: July 18, 2013

Agreement Number: 0040103289

formerly 930-01-10101)

### (PROVIDER)

Honeywell Building Solutions  
501 County Road  
Westbrook ME 04092

### (CUSTOMER)

New Hampshire Fire Training Academy  
33 Hazen Drive  
Concord NH 03305

Service Location Name: New Hampshire Fire Training Academy

Service Location Address: 22 Sheep Davis Road, Concord, NH

Scope of Work: HONEYWELL HBS shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ Preferred Temperature Control Services
- ☐ Flex Temperature Control Services
- ☒ Preferred Automation Maintenance Services
- ☐ Flex Automation Services
- ☐ Preferred Fire Alarm Maintenance Services
- ☐ Fire Alarm Test and Inspect Services
- ☐ Preferred Security System Inspect Services
- ☐ Flex Security System Services
- ☒ Preferred Mechanical Maintenance Services
- ☐ Flex Mechanical Maintenance Services
- ☐ ServiceNet™ Remote Monitoring and Control Services
- ☐ EBI Services
- ☐ Online Services
- ☐ Advanced Support

- ☐ Site Services
- ☐ Honeywell Energy Analysis Reporting
- ☒ Air Filter Services
- ☐ Water Treatment Services
- ☐ Critical Parts Stocking
- ☐ Thermography Services
- ☐ Emergency Generator Services
- ☐ In Suite Services
- ☐ Remote Monitoring/Radionics
- ☐ Indoor Air Quality Auditing Services
- ☐ Service Management Software
- ☐ FM Worksite
- ☒ Other/Special Provisions \_\_\_\_\_
- ☐ Honeywell Users Group

Contract Term: Six Month Extension from the Effective Date. Customer \_\_\_\_\_ Honeywell \_\_\_\_\_  
(INITIALS)

Contract Effective Date: July 1, 2013

Price for Year 1:

Payment Terms: semi-annual

☐ Sales Tax will be invoiced separately

☐ Use Tax is included in the Price

☒ This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) \_\_\_\_\_

Name: Chris Pynchon

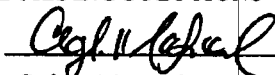
Title: District Sales Leader

Date: 7/18/2013 This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:  
HONEYWELL BUILDING SOLUTIONS

CUSTOMER: (New Hampshire Fire Training Academy)

Signature: 

Signature: \_\_\_\_\_

Name: Craig A Maynard

Name: \_\_\_\_\_

Title: Operations Manager

Title: \_\_\_\_\_

Date: 07/13/13

Date: \_\_\_\_\_

## **General Terms and Conditions**

### **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### **2. TAXES**

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which will not be unreasonably withheld. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination of this Agreement.

### **4. INSURANCE OBLIGATIONS**

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk Insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of paid insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

~~5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.~~

5.6 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

### **6. WARRANTY AND LIMITATION OF LIABILITY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### **7. INDEMNITY**

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell is not responsible for any settlement without its written consent. Honeywell is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

## **8. LIMITATION OF LIABILITY**

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

## **9. EXCUSABLE DELAYS**

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strikes, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other device, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## **13. ACCEPTANCE**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

## **15. COVERAGE**

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed chlorofluorocarbon (CFC) based refrigerants not otherwise required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

## **16. TERMS OF PAYMENT**

~~16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit semi-annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.~~

16.3 **Price Adjustment.** Honeywell may annually adjust the amounts charged for the Services provided.

## **17. TERMINATION**

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation.** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

## **18. DEFINITIONS**

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

### Preferred Temperature Control Services

1.1 **Scope** - HONEYWELL will maintain the temperature control system components and related accessories listed below:

**List of Covered Equipment:**

| Quantity | Description                  | Model Number           | Location          |
|----------|------------------------------|------------------------|-------------------|
| All      | Honeywell Pneumatic Controls | 963-23211-1Z Pages 1-5 | Various Locations |

1.2 **Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the Equipment. Maintenance intervals will be determined from consideration of component operating hours, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 **Component Replacements** - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment which have been found by HONEYWELL to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component(s) cannot, in the sole opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component(s) from the List of Covered Equipment with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 **Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in the List of Covered Equipment above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 **Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 **Honeywell ServicePortal** - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

### Preferred Automation Maintenance Services

**1.1 Scope** - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment:**

| Quantity | Description                    | Model Number           | Location |
|----------|--------------------------------|------------------------|----------|
| All      | Honeywell Automation Controls* | 963-23211-1X Pages 1-5 | Various  |

\* Variable Frequency Drives are not included in contract coverage.

**1.2 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

**1.3 Hardware Support** - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.4 Software Support** - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**1.5 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

☐ **1.6 Operator Training Support** - To provide for the proper ongoing operation and improving application of the building management system by CUSTOMER personnel, HONEYWELL personnel will conduct \_\_\_\_\_ hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by CUSTOMER and HONEYWELL.

~~Tuition for person(s) to attend scheduled training session(s) on system operation and programming at HONEYWELL'S Building Solutions Training Center has been included hereunder. Cost of travel and/or accommodations is not included and shall be CUSTOMER'S sole responsibility.~~

**1.7 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.8 Honeywell ServicePortal** - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

## Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

**List of Covered Equipment:**

| Location      | Quantity | Description                       | Model Number  | Location    |
|---------------|----------|-----------------------------------|---------------|-------------|
| Penthouse     | 2        | Hot Water Boilers                 | 800,000 BTU's | Weil McLain |
|               | 2        | Circulating Pumps                 | 1 hp          | Armstrong   |
|               | 2        | Circulating Pumps                 | ¼ hp          | Armstrong   |
|               | 1        | Domestic Hot Water Heater         | 179,000 BTU's | AO Smith    |
|               | 2        | Air Handling Units                |               | Carrier     |
|               | 2        | Supply Fan Motors                 | 15 hp         |             |
|               | 2        | Return Fan Motors                 | 3 hp          |             |
|               | 2        | Circulating Pumps                 | Frac. hp      | Taco        |
|               | 2        | Exhaust Fans                      |               |             |
| Rooftop       | 2        | Air Conditioning Condensing Units | 40 Ton        | Carrier     |
|               | 8        | Condenser Fans                    | Frac. hp      |             |
|               | 1        | Ice Maker/Storage Bin             | SCE275A-1A    | Scotsman    |
| Burn Building | 1        | Incremental Air Conditioning Unit |               |             |

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.6 Honeywell ServicePortal** - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

### **Special Provisions**

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. 0040103289  
formerly 930-01-10101

Planned preventive maintenance calls will include the following services to keep you systems operating properly:

A. Check performance of all components.

B. Examine, calibrate, and adjust all system components including:

1. Boiler Controls
2. Burner
3. Burner Controls
4. Domestic Hot Water Boiler
5. Domestic Hot Water Burner and Controls
6. Circulating Pumps and Motors
7. Air Handling Unit Supply Fan Motors
8. Air Handling Unit Return Fan Motors
9. Air Conditioning Compressors
10. Air Conditioning Unit Controls
11. Air Conditioning Safety Controls and Limits
12. Penthouse Exhaust Fans
13. Condenser Fan Motors
14. Pneumatic Thermostats
15. Valve Operators and Valve Bodies
16. Damper Operators
17. Pneumatic Air Compressor
18. Refrigerated Air Dryer
19. R7044 Excel Plus Panels, Sensors, Control Relays

C. Repair or replace any worn or faulty mechanical components as listed above.

D. Emergency service twenty-four hours a day, seven days a week.

E. Boilers and air-cooled condensing units will be cleaned annually.

F. Air filters supplied by the Academy will be changed by Honeywell two (2) times per year.

G. Contract pricing:

|                                                     |             |
|-----------------------------------------------------|-------------|
| Annual price                                        | \$19,214.00 |
| Invoice for period July 1, 2013 – December 31, 2013 | \$9,607.00  |

# **TITLE I**

## **THE STATE AND ITS GOVERNMENT**

### **CHAPTER 21-P**

#### **DEPARTMENT OF SAFETY**

#### **General Provisions**

##### **Section 21-P:12-a**

##### **21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –**

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

**Source.** 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.