



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



112
Book

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Turnpikes
May 15, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Eckhardt & Johnson Inc. (Vendor Code #154179), Manchester in the amount of \$69,312.00 for Annual Boiler & HVAC Maintenance, effective upon Governor and Council approval through June 30, 2015. 100% Turnpike Funds.

Funding is contingent upon the availability and continued appropriation of funds for FY 2014 and FY 2015.

	<u>FY 2014</u>	<u>FY 2015</u>
04-96-96-961017-7027 Central Maintenance 048-500226 Contractual Maintenance/Repairs, Building & Grounds	\$11,600.00	\$11,600.00
04-96-96-961017-7032 Blue Star Maintenance 048-500226 Contractual Maintenance/Repairs, Building & Grounds	\$11,600.00	\$11,600.00
04-96-96-961017-7037 Spaulding Maintenance 048-500226 Contractual Maintenance/Repairs, Building & Grounds	\$11,600.00	\$11,312.00

EXPLANATION

The NH Turnpike System has twenty-three (23) hot water boiler and H.V.A.C. systems at the toll and maintenance facilities, Welcome/Tourist Information Centers, and the Administration Building that must be operational on a daily basis. This contract provides a fixed cost for the annual inspections, guaranteed emergency repairs and parts to ensure the boilers and H.V.A.C. systems will operate efficiently. Fifteen (15) of these facilities are occupied 24 hours a day to collect tolls and provide visitor services at the Welcome/Tourist Information Centers. Emergency response is necessary to ensure continuous operation.

The Department advertised for bids in the Manchester Union Leader on March 6, 7 and 8, 2013. Invitations to bid were also sent to six (6) bidders who expressed an interest in the same contract in prior years. Four (4) sealed bids were received and publicly opened on March 28, 2013 (bid results attached). Eckhardt & Johnson, Inc. was the low bidder.

The contract will begin subsequent to approval by the Governor and Council and end on June 30, 2015 (contract total \$69,312.00).

The contract has been approved by the Attorney General as to form and execution. Funding for Fiscal Years 2014 and 2015 is contingent upon the availability and continued appropriation of funds. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that this resolution be approved.

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Attachment

For Jeff TB

**NHDOT Bureau of Turnpikes
Contract for Annual Boiler and H.V.A.C. Service Contract
Bid Results
March 28, 2013**

Low Bidder

	ECKHARDT & JOHNSON INC.	CONTROL TECHNOLOGIES INC	DENRON PLUMBING AND HVAC LLC	ALANTIC COMFORT SYSTEMS INC
Annual Inspection of 23 Locations - Lump Sum for All Locations	\$ 10,806.00	\$ 13,675.00	\$ 23,300.00	\$ 53,872.00
Times 2 Years	2	2	2	2
Total Inspection Cost	\$ 21,612.00	\$ 27,350.00	\$ 46,600.00	\$ 107,744.00
Emergency Repair Service (est. 500 hours over contract term):	500	500	500	500
Fixed Hourly Labor Rate	\$ 75.00	\$ 85.00	\$ 74.75	\$ 84.00
Total Estimate	\$ 37,500.00	\$ 42,500.00	\$ 37,375.00	\$ 42,000.00
Supply Repair Parts (Estimated based on Dealer Cost of Parts: \$6,000 over 2 years):	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Fixed Percent Markup	15%	20%	20%	20%
Total Estimate	\$ 6,900.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
Subcontractor Repair Work (estimated \$3,000 subcontractor costs over 2 years)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fixed Percent Markup	10%	10%	10%	10%
Total Estimate	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
Total Estimated Contract Cost	\$ 69,312.00	\$ 80,350.00	\$ 94,475.00	\$ 160,244.00



Subject:

Annual Boiler and HVAC Maintenance, NH Bureau of Turnpikes

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, Concord NH 03302-0483	
1.3 Contractor Name Eckhardt & Johnson, Inc		1.4 Contractor Address 896 Goffs Falls Rd, Manchester NH 03103	
1.5 Contractor Phone Number 603-622-7493	1.6 Account Number See Exhibit B, Paragraph 7	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$69,312.00
1.9 Contracting Officer for State Agency Christopher M. Waszczuk, P.E.		1.10 State Agency Telephone Number 603-271-3734	
1.11 Contractor Signature <i>Daniel P. Morin</i>		1.12 Name and Title of Contractor Signatory Daniel P. Morin, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4-18-13</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.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Betty Stevens</i>		[Seal]	
1.13.2 Name and Title of Notary or Justice of the Peace BETTY J. STEVENS, Notary Public My Commission Expires November 30, 2016			
1.14 State Agency Signature <i>William P. Jarell</i>		1.15 Name and Title of State Agency Signatory William P. Jarell, Director of OPS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>NRWA</i> On: <u>6/4/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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 - SCOPE OF SERVICES

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials, and equipment to perform annual boiler cleaning, inspection, and preventive maintenance service at each of the boiler sites. See the attached equipment location list (Exhibit D). The boiler cleaning, oil fired hot water heater cleaning, inspection, and preventive maintenance shall include the following work:
 - a. Replace fuel oil filters.
 - b. Replace fuel oil nozzles.
 - c. Gap electrodes or replace if needed.
 - d. Clean boiler heat exchanger, and fire box.
 - e. Remove breaching pipes and brush clean.
 - f. Perform a complete boiler efficiency test and report results to the DEPARTMENT.
 - g. Inspect each facility for potential hazards (to include chimney flue, deteriorated gaskets, leaks, circulator pump, blow off valve, etc.).
 - h. Provide to the DEPARTMENT a list of deficiencies discovered during the inspections and recommend corrective actions.

Provide all labor, materials, and equipment to perform annual heating – ventilating - air conditioning (H.V.A.C.) equipment cleaning, inspection, and preventive maintenance at each of the H.V.A.C. equipment sites. See the attached equipment location list (Exhibit D). The H.V.A.C. cleaning, inspection and preventive maintenance shall include the following work:

- a. Check for proper operation of all actuators.
- b. Check for proper operation of all louvered dampers.
- c. Check all fire dampers.
- d. Clean and lubricate bushings and operating rods on all louvered dampers.
- e. Lubricate blower bearings and bearing shafts.
- f. Clean pre-heat and re-heat hot water coils.
- g. Replace all air filters.
- h. Replace drive belts on blower motors.

- i. Check automatic and manual temperature controls for proper operation.
 - j. Provide to the DEPARTMENT a list of deficiencies discovered during the inspections and recommend corrective actions.
2. The twenty-three (23) boiler and/or H.V.A.C. sites annual inspections, cleaning, and preventive maintenance shall be done for a lump sum fee as cited in No. 1 above (Invoiced as specified in Exhibit B).
 3. Results of the inspection, cited in No. 1 above, and recommendations pertaining thereto shall be forwarded, in writing, within ten (10) days to the:

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

4. Parts and labor necessary for repairs, which do not exceed \$1,000.00 cumulative total as a result of the twenty-three (23) annual inspection sites, are authorized without written approval. Parts and labor necessary for repair, which exceed \$1,000.00 cumulative total as a result of the twenty-three (23) annual inspections, require written approval from the Bureau of Turnpikes' Civil Engineer managing this contract.
5. Perform emergency repairs to the boiler and H.V.A.C. system at each of the twenty-three (23) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the effected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. A service order shall be completed describing the deficiency and corrective action taken. The service order shall be signed by the facility supervisor or maintenance mechanic foreman prior to leaving the facility. One copy will be left at the facility for documentation.
6. The CONTRACTOR shall meet with the Bureau of Turnpikes Maintenance Mechanic Foreman for repairs beyond the annual Boiler and H.V.A.C. cleaning, inspection and preventive maintenance as outlined in No 1 above.

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

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

8. The CONTRACTOR agrees to coordinate any temperature control repair service with a qualified Temperature Control Company at a fixed percentage of the invoice. All sub-contracted repair service shall require approval from the Administrator, Bureau of Turnpikes.
9. The CONTRACTOR shall submit invoices, as specified in Exhibit B, for work performed to:

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

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

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

- Specified time period until repair can be completed.
 - Devices affected and how it affects system.
 - Reasons for delay of repair.
 - And any other information to justify the request for non-compliance of the 48-hour provision.
11. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

12. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council (but not prior to July 1, 2013), ends on June 30, 2015, and is subject to Governor and Council approval. No work shall be performed prior to Governor and Council approval of the contract (as per Form P-37, Paragraph 3.2).

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide the annual boiler cleaning, inspection, and preventive maintenance service as cited in paragraphs 1, 2 and 3 of Exhibit A for a lump sum fee (words & numerals) of Ten Thousand Eight Hundred Six Dollars and no cents (\$10,806.00) annually for all of the twenty-three (23) Boiler and/or H.V.A.C sites.
2. The CONTRACTOR agrees to provide priority response Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or holiday period (words & numerals) of Seventy-Five Dollars and No Cents per hour (\$75.00 per hour).
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up (words & numerals) of: Fifteen Percent (15%).
4. The CONTRACTOR agrees to coordinate sub-contractor repair service as cited in paragraph 8 of Exhibit A at a fixed percentage of the invoice (words & numerals) of: Ten Percent (10%).
5. The total contract price shall not exceed Sixty-Nine Thousand Three Hundred Twelve Dollars and no cents (\$69,312.00).
6. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
7. The DEPARTMENT shall make payments out of the following account numbers:
 1. 017-096-7027-048-5000226 Central Maintenance Contract Repairs, Bldg & Grounds
 2. 017-096-7032-048-5000226 Blue Star Maintenance Contract Repairs, Bldg & Grounds
 3. 017-096-7037-048-5000226 Spaulding Maintenance Contract Repairs, Bldg & Grounds

EXHIBIT C - SPECIAL PROVISIONS

1. Termination of Contract for Convenience

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

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
BOILER AND HEATING-VENTILATING-AIR CONDITIONING INVENTORY
Exhibit D - EQUIPMENT LOCATION LIST
REVISED 3/6/2013**

LOCATION	UNITS
<u>LOCATION #1</u> Rochester Toll Plaza Spaulding Turnpike Rochester, NH	1 Boiler, Burnham-Cast Iron Model # V906A Oil fired Serial # 64644582 703 MBH water Carlin Burner 6.0 – 13.0 GPH Air Handler – Trane M Series Model # MCCB006UA0A0UB Serial # K04F79558 Filter Size – (2) 20"x20"x2"
<u>LOCATION #2</u> Dover Maintenance Facility Exit 9 - Spaulding Turnpike Dover, NH	1 Boiler, Wiel McLain-Cast Iron Model # 778 Oil fired (6.5 GPH) Serial # 1 664 MBH water Carlin Burner 6.0 – 13.0 GPH A.O. Smith Electric Storage Water Heater Model # ECT80 200 Serial # H05A099149
<u>LOCATION #3</u> Dover Toll Plaza Spaulding Turnpike Dover, NH	1 Boiler, Burnham-Cast Iron Model # V907A Oil fired (8.3GPH) Serial # 64644719 834 MBH water Carlin Burner 6.0 – 13.0 GPH Air Handler – Trane M Series Model # MCCB008UA0A0UB Serial # K04F79572 Filter Size – (2) 20"x25"x2"
<u>LOCATION #4</u> Hampton Side Toll I-95 Exit 2 Hampton, NH	1 Boiler, Burnham-Cast Iron Model # V909A, Oil fired Carlin Burner, # 801 CRD Air Handler – Trane M Series Model # MCCB012UA0A0UB Filter Size – (6) 20"x20"x2" VAV's – Trane Model # VCWF10000G0ENCLG00002L1W000000000 Serial # R05J39907A Air Conditioner Unit, Trane Model# TCC024F100BG

Exhibit D – Bureau of Turnpikes Equipment Location List

<p><u>LOCATION #5</u> Hampton Toll Plaza I-95 Hampton, NH</p>	<p>1 Boiler, Burnham-Cast Iron Model # V11 series, Oil fired Carlin Burner, # 1050 FFD-20</p> <p>Air Handler – Trane M Series Model # MCCB030UA0A0UB Filter Size – (12) 20"x25"x2" & (4) 20"x20"x2"</p> <p>Air Conditioner Unit, Trane M series Model# TH048A3R0A0U00000000000A</p>
<p><u>LOCATION #6</u> Hampton Maintenance Facility I-95 Hampton, NH</p>	<p>1 Boiler, Weil McLain-Cast Iron Model 80 Series 1 Boiler Oil fired (11.6 GPH) Model # 1280 Serial # 64644582 1172 MBH water Carlin Burner 6.0 – 13.0 GPH</p> <p>Rudd electric water heater, 30 gal Model # PE2-30-2 Serial # RU 0304219345</p>
<p><u>LOCATION #7</u> Hampton Training Trailer I-95 Hampton, NH</p>	<p>Electric HVAC in Trailer</p>
<p><u>LOCATION #8</u> Seabrook Welcome Center I-95 Hampton, NH</p>	<p>1 Boiler, Series 19, Cast Iron H.B. Smith – Serial # F98-798 359,000 BTU Carlin Burner</p> <p>Oil Fired Hot Water Heater, Bochin Model # 72E Serial # 02093075T</p> <p>H&V Make – Bryant Model # 524AEB120000AAGC Serial # 3699F48297 Motor – 2.4 HP Volts - 208-230/460 Amps - 5.8/2.6 3PH</p>
<p><u>LOCATION #9</u> Hooksett Northbound Rest Area I-93 North North of Hooksett Toll Plaza</p>	<p>1 Boiler, Cast Iron H.B Smith, Carlin Burner</p> <p>Oil fired hot water heater, John Wood Carlin Burner</p>

Exhibit D – Bureau of Turnpikes Equipment Location List

<p><u>LOCATION #13</u> Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH</p>	<p>1 Boiler, Burnham-Cast Iron Model # V904A, Oil fired (18.4 GPH) Serial # 64656862 (420 MBH Water) Carlin Burner, Model #301 CRD</p> <p>Air Handler – Trane M Series Model # MCCB006UA0A0UB Serial # K04F79579 Filter Size – (2) 20"x20"x2"</p> <p>VAV's – Trane</p>
<p><u>LOCATION #14</u> Hooksett Maintenance Bldg. I-93 Exit 11 Hackett Hill Road Hooksett, NH</p>	<p>1 Boiler, Buderus-Cast Iron Model # Logano GE515 Propane fired (8.4 GPH) Serial # 05086702-00-6261-0157 Gordon Piatt Burner, Model # R8.1-G0-07</p> <p>Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"</p>
<p><u>LOCATION # 15</u> Hooksett E-ZPass Trailer I-93 Exit 11 Hackett Hill Road Hooksett, NH</p>	<p>Electric HVAC in Trailer</p>
<p><u>LOCATION #16</u> Merrimack Maintenance Bldg. Rt. 3, Central Turnpike N.B. Merrimack, NH</p>	<p>1 Boiler, Cast Iron Weil-McLain, Beckett Burner Model # 578 Serial # 1 MF</p>
<p><u>LOCATION #17</u> Bedford Toll Plaza FEE Turnpike Bedford, NH</p>	<p>1 Boiler, Burnham-Cast Iron Model # V1111, Oil fired (18.4 GPH) Carlin Burner</p> <p>Air Handler – Trane M Series Model # MCCB025UA0A0UB Serial # K03J35263A Filter Size – (8) 20"x20"x2" - (4) 20"x25"x2"</p> <p>VAV's – Trane Model # VCWF10000G0EN0NG00002L1W00000000</p> <p>Air Conditioner Unit, Trane Model # THC048A3R0A11H200AB10000 A</p>

Exhibit D – Bureau of Turnpikes Equipment Location List

<p><u>LOCATION # 18</u> FEE Exit 12, Merrimack Bedford Road Toll Plaza Northbound Administration Building – Central Turnpike</p>	<p>1 Boiler, Buderus-Cast Iron Model # GE515, Oil fired, Serial # 05086706-00-52690090 Riello Burner, Model # RL38, (11.6 GPH)</p> <p>Air Handler Trane M Series Model # MCCB006UA0A0UA Serial # K05J16121A Filter Size (4)-16"x20"x2"</p> <p>VAV's – Trane (3) Model # VCWF10000G0ENCLG00002L1W000000000</p> <p>Air Conditioner Unit, Trane Model# THC060A3R0A1WC10000000000 B</p>
<p><u>LOCATION # 19</u> FEE Exit 12, Merrimack Bedford Road Toll Plaza Southbound Administration Building – Central Turnpike</p>	<p>1 Boiler, Buderus-Cast Iron Model # GE515, Oil fired, Serial # 05086706-00-5269-0089 Riello Burner, Model # RL38, (11.6 GPH)</p> <p>Air Handler Trane M Series Model # MCCB006UA0A0UA Serial # K05J16102A Filter Size (4)-16"x20"x2"</p> <p>VAV's – Trane (3) Model # VCWF10000G0ENCLG00002L1W000000000</p> <p>Air Conditioner Unit, Trane Model# THC036A3R0A1SC20000000000 A</p>

Exhibit D – Bureau of Turnpikes Equipment Location List

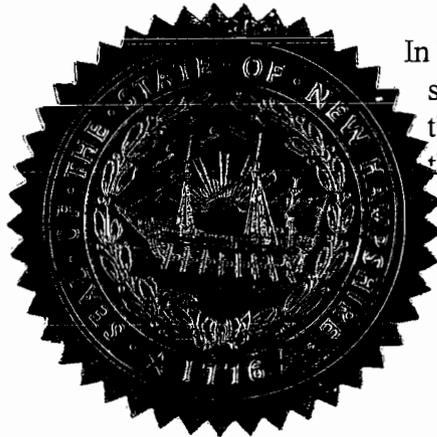
<p><u>LOCATION #20</u> FEE Exit 10, Merrimack Industrial Toll Plaza Central Turnpike</p>	<p>1 Boiler, Buderus-Cast Iron Model # GE615, Oil fired, Riello Burner, Model # RL100</p> <p>Air Handler Trane M Series Model # MCCB012UA0A0UA Filter Size (6)-20"x20"x2"</p> <p>VAV's – Trane (6) Model # VCWF10000G0ENCLG00002L1W000000000</p> <p>Air Conditioner Unit, Trane Model# THC060A3R0A1WC10000000000 B</p>
<p><u>LOCATION #21</u> Nashua Maintenance Building Rte 111-A, Exit 5 Nashua, NH</p>	<p>1 Boiler, Class I, Cast Iron H.B. Smith - 5000 Sq. Ft. Model # 71888 223,000 BTU/HT</p>
<p><u>LOCATION # 22</u> Nashua E-ZPass/DMV Center FEE Exit 6 Nashua, NH</p>	<p>1 Boiler – Weil-Mclain Ultra 299 Commercial Natural Gas Hot water Boiler</p> <p>A.O Smith hot water heater Model # ESTT30110 Serial # 1114A008308</p> <p>Johnson Controls Air Handlers AHU-1, AHU-2 and AHU-3 belt driven blower and coil units models H&V</p> <p>Split system Air Conditioner</p> <p>Daikin Room Air Conditioner</p>
<p><u>LOCATION # 23</u> Turnpikes Administration Bldg I-93 Exit 11 36 Hackett Hill Road Hooksett, NH</p>	<p>1 Boiler – Weil McLain, Year 1978 Burner – Carlin 101CRD Associated fin and tube baseboard heating and with some combination AC units in some offices</p>

NOTES: 1. All information contained above should be field verified for accuracy by each bidder prior to submission of bids.

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 Eckhardt & Johnson, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 1, 1952. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

Eckhardt & Johnson, Inc.



MECHANICAL CONTRACTORS

896 Goffs Falls Road, Manchester, NH 03103-3288
Tel. 603-622-7493 • Fax 603-647-4618
Email: info@eckhardtjohnson.com

CONSENT RESOLUTIONS OF THE SOLE DIRECTOR OF ECKHARDT & JOHNSON, INC.

The undersigned, being the sole Director of Eckhardt & Johnson, Inc., a corporation duly incorporated in the State of New Hampshire (the "Corporation"), does hereby waive all notice of the time, place and purposes of a meeting of the sole Director of the Corporation and consents, pursuant to Sections 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at duly convened meetings of the sole Director of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the meetings of the sole Director of the Corporation:

I. Authorized Signatories

RESOLVED: That it is in the best interests of the Corporation to authorize the following individuals on an ongoing basis to execute and deliver on behalf of the Corporation various agreements, proposals and other documents arising in the ordinary course of business:

Daniel C. Clair
Daniel P. Morin
Bradley J. Gaudreau

II. Miscellaneous

RESOLVED: To ratify, confirm, approve and adopt all past actions of the Officers, sole Director or any of the individuals set forth above for and on behalf of the Corporation with respect to the foregoing Resolution, and to fully authorize and ratify the same as fully as if this authorization had been voted prior to the taking of any such actions.

RESOLVED: That the Officers and Sole Director of the Corporation are hereby authorized and directed to take any and all actions as they may deem necessary or appropriate to implement the foregoing Consent Resolutions.

Daniel C. Clair
Daniel C. Clair, Sole Director

4-18-13
Date

State of New Hampshire

County of Hillsborough

On April 18, 20 13, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

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

Betty Stevens
Notary Public/Justice of the Peace

Commission Expires: 11-30-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2013

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).

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: sdearden@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Eckhardt & Johnson, Inc. 896 Goffs Falls Road Manchester NH 03103	INSURER A: Union Insurance Company	
	INSURER B: Acadia Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA508388910	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CG0001						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	UTOMOBILE LIABILITY			CAA508389010	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUA508389110	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA508389210	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nt)	Y/N	N/A				E.I. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE	\$ 500,000
							E.I. DISEASE - POLICY LIMIT	\$ 500,000
A	Installation Floater			CPA508388910	4/1/2013	4/1/2014	Deductible- \$250	\$325,000
	Leased/Rented Equipment						Deductible- \$250	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Annual Boiler and HVAC Maintenance, Bureau of Turnpikes State of New Hampshire Department of Transportation is an additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Bureau of Turnpikes P.O. Box 2950 Concord, NH 03302-2950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Dearden/SD <i>Scott M. Dearden</i>

