



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 14, 2018

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

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REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with G. and O. Heating and Air Conditioning, Inc. (VC #287532), Hookset, New Hampshire in the amount of \$16,500.00 for maintenance and repair of Dual Fuel Boilers and Hot Air Furnaces at the Winnepesaukee River Basin Program (WRBP) Franklin Wastewater Treatment Plant, effective upon Governor and Council approval through June 30, 2022. 100% WRBP funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY20-22 is contingent upon the availability and continued appropriation of funds.

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
03-44-44-442010-1300-024-500225	\$4,125	\$4,125	\$4,125	\$4,125
Dept. of Environmental Services, Winnepesaukee River Basin, Contract Repairs, Machinery & Equipment				

EXPLANATION

The work that is the subject of this request involves maintenance and repair services for three (3) dual fuel boiler systems and two (2) hot air furnaces at the Franklin Wastewater Treatment Plant. The burners on the dual fuel systems operate on the low-quality methane gas mixture produced in the sludge digesters as well as on #2 fuel oil (used backup only). Because the methane gas produced at the treatment plant by the decomposition of sewage contains water vapor, hydrogen sulfide, and other by-products, the boiler systems require more diligent servicing than systems operated using only cleaner fuels such as propane, natural gas, fuel oil, or kerosene. The hot air furnaces only use #2 fuel oil but, due to their age, size and complexity, also require routine service as well as any necessary repairs to be performed by qualified industrial heating technicians.

The preventive maintenance (PM) services involved in this four-year contract are more fully described in Exhibit A and include biannual servicing (2 times per year) of the three dual fuel systems, annual servicing of the two hot air furnaces, and as-needed repair of the five systems.

An RFQ was sent to seven (7) firms that do this specialized HVAC work. The RFQ was also advertised locally in the Citizen of Laconia newspaper and posted on the State's Purchase and Property website. The dual-fuel boiler systems are more complicated than single fuel systems, and there are not many HVAC contractors willing and qualified to work on them. Responses to the RFQ were as follows:

<u>Vendor</u>	<u>Quotation</u>
G&O Heating & Air Conditioning, Hooksett, NH	\$ 16,500.00
Eckhardt & Johnson, Inc., Manchester, NH	\$ 26,396.00
Honeywell, Inc. Manchester, NH	\$ 42,684.00
Johnson & Jordan, Chichester, NH	No response
Northeast Water Technologies, Norwalk, CT	No response
Northern Peabody LLC, Manchester, NH	No response
US Filter's Envirex Products, Waukesha, WI	No response
Wilkie's Mechanical Services, Inc., Goffstown, NH	No response

As a result of the bids and subsequent due diligence, we wish to award the three-year contract to G. and O. Heating and Air Conditioning, Inc.

All of the WRBP's operating expenses are paid by the users of the system; there are no general fund contributions to the systems operating budget.

This contract has been approved by the Department of Justice for form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner


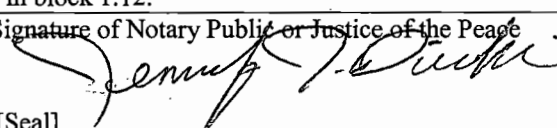
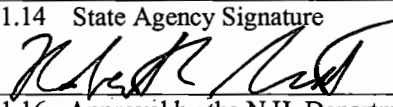
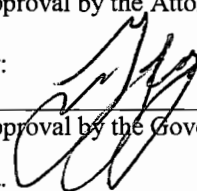
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

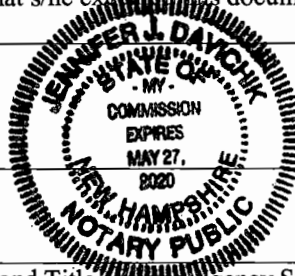
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name G. and O. Heating and Air Conditioning, Inc..		1.4 Contractor Address 5 Main St. Hooksett, NH 03106	
1.5 Contractor Phone Number 603-485-5942	1.6 Account Number 03-44-44-442010- 1300-024-500225	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$16,500.00
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dustin Schureman Service Manager.	
1.13 Acknowledgement: State of _____, County of _____ On <u>May 22, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer J. Davichik office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NHDES Date: <u>6-25-18</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/2/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A THE SERVICES

The following Scope of Work is outlined for Annual (1 time per year) servicing on 2 Digester boilers and 1 Operations Building (OB) boiler. And annually (1 time per year) on the 2 Tunnel forced hot air furnaces. The dual fuel service is similar to the service that would be performed on any fuel burning boiler system / hot air furnace: This scope of work encompasses a total of Five (5) units: Two (2) Methane / #2 oil fired Maxon EB-5 burners on the Digester boilers, One (1) Methane / #2 oil fired burner on the OB boiler, and Two (2) #2 oil fired only burners on the forced hot air Primary and secondary tunnel heat units.

Please Note: The two (2) #2 oil-fired forced hot air furnaces, due to their size, require service by a commercial / Industrial heating technician. They are to be serviced once (1) time per year in the spring as they are operated in the summer months. The two (2) dual fuel digester boilers and the dual fuel OB boiler are to be serviced annually in the fall of each service year.

Special Note: It is expected that the OB boiler will be replaced during this contract with a new boiler and/or boilers, to be determined. It will be at the discretion of the WRBP for service based on warranty and installer requirements for new equipment. However, a yearly service quote needs to be included for the existing equipment.

- Notice must be given a minimum of two (2) days before service is to be done. Cleaning and service must be done in two (2) consecutive days on the Digester boilers. Cleaning and service of the tunnel furnaces needs to be done within a week of each other. Contact both Ken Noyes at 934-4032 and Craig Shippee at 528-6746 with notice.
- Because of the configuration and weight of the Maxon burners, a WRBP mechanic will be assigned to assist with the service of Digester boilers #1 & #2. This assistance will consist of helping disassemble, remove and then replace the burner units when the cleaning has been completed.
- At a minimum service shall consist of the following: Open the boilers, brush them out, reseal and close them up. Disassemble the burners, clean, reassemble, and start them up. Test the system for efficiency and provide this information in a written report to the maintenance supervisor following each visit. Based upon this efficiency information, the State may authorize additional work to be performed at the additional costs specified in Exhibit B.
- At a minimum service shall consist of the following: Open and clean furnace firebox, nozzles, electrode, or replace nozzles and electrodes, as deemed necessary should be included in the service cost. Check and change filters and belts. Grease bearings in blowers. Start and operate, verify efficiency. Provide this information in a written report to the maintenance supervisor following each visit.
- Any broken or defective parts will be replaced after authorization by the State at the additional costs specified in Exhibit B.

EXHIBIT A THE SERVICES - CONTINUED

- Repairs resulting from unscheduled service calls will be paid under the terms outlined in Exhibit B of this Agreement:
- Response time requirements: It should be noted that when called for an emergency response, unless otherwise stated, the service personnel shall be on sight in no less than (6) hours from time of call. It is the option of the WRBP to make arrangements that would allow for a mutually agreed time beyond the (6) hour requirement, if the situation allows.

The systems located at the plant's digesters are:

Digester Heater #1

Model PFT Digester heater and heat exchanger size 756R, manufactured by Envirex, Inc., 1901 South Prairie Avenue, P.O. Box 1067, Waukesha, Wisconsin 53186
Burner: Maxon Methane/ #2 Oil, installed 3/05.

Digester Heater #2

Model PFT Digester heater and heat exchanger size 756R, manufactured by Envirex, Inc., 1901 South Prairie Avenue, P.O. Box 1067, Waukesha, Wisconsin 53186
Burner: Maxon Methane/ #2 Oil, installed

The third dual-fuel system, located in the WWTF's Operations Building, is:

Boiler: Weil McLain No. 88
Burner: Peabody Gordon-Piatt Model #410-60-15, serial no. 776158

Primary Tunnel #2 Oil fired Furnace, is located in the WWTPF's primary station:

Furnace: Model P-914931Serial 77-1F-4960-1738
Burner: model ABC 95-A
BTU input 625.000
BTU output 500.000

Secondary Tunnel #2 Oil fired Furnace, is located in the WWTPF's secondary station:

Furnace: Model 1-HiLo-20058Serial 77IF494-Fo1739
Burner: Model ABC 96A-1
BTU input 1.562.500
BTU output 1.250.000

The heater units were all furnished when the treatment plant was constructed in 1979.

EXHIBIT A THE SERVICES

The WRBP reserves the right to determine what constitutes a conforming quotation; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the quotation; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

Information contained in the State's Request for Quotations dated March 23, 2018 is hereby included in Exhibit A by reference.

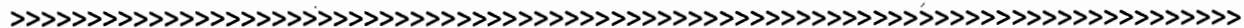
EXHIBIT B
COST PROPOSAL AND TERMS OF PAYMENT - CONTINUED



Parts and Supplies

For all materials
(markup, if any, over
contractor's cost)

35 (%) percent mark-up over contractor's cost's



Notes:

(1) The low bidder will be selected based on bidding of a menu of services consisting of 4-year cost of the annual servicing, plus one (1) unscheduled service call per year involving one (1) person and three (3) hours of time at overtime rates (or minimum hours if applicable), to which is added the quoted mileage charges, if any; plus total parts and supplies of \$1,000 plus contractor's quoted markup for parts.

(2) The contract price limitation is based upon the sum of the annual servicing costs plus an additional \$2,500 per year contingency for parts and supplies and unscheduled repair services at the rates indicated.

(3) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

**EXHIBIT C
SPECIAL PROVISIONS**

CONFINED SPACE CERTIFICATION

I, Dustin Schunemann
(Name)

G. and O. Heating and Air Conditioning, Inc.
(Company Name)

hereby certify that the confined space policy of

G. and O. Heating and Air Conditioning, Inc.
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910
and that

G. and O. Heating and Air Conditioning, Inc.
(Company Name)

Possesses all equipment required for compliance with
all provisions of the rules.

Initials: DS
Date: 5-22-18

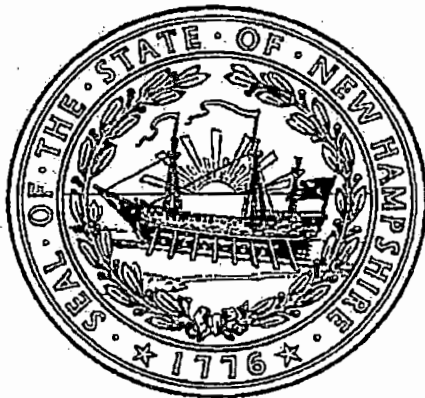
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that G. AND O. HEATING AND AIR CONDITIONING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 26, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 114467

Certificate Number: 0004103604



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Douglas R St Pierre Jr, Owner President of Gand O Heating and Air Conditioning Inc do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Dustin Schuermann is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Owner President,
Office/Position of Certifying Officer
of Gand O Heating and Air Conditioning Inc, this 22 day of May, 2018
Name of Company


Signature of Certifying Officer

Notarization

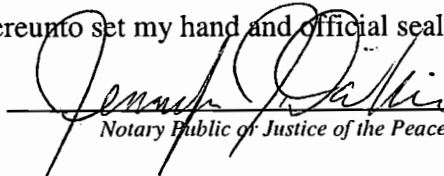
State of
County of

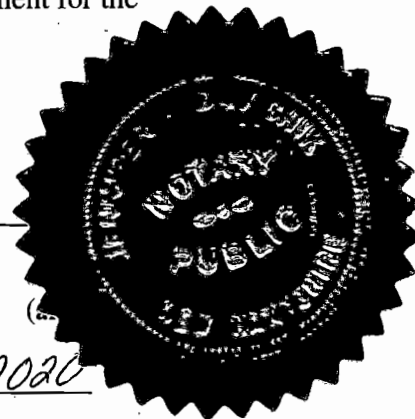
On May 22 2018, before me, Jennifer J. Davichik
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Douglas R St Pierre Jr, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Owner President, of Gand O Heating and Air Conditioning Inc
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the

purposes therein contained.

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


Notary Public of Justice of the Peace



Commission Expires: May 24, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2018

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

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

PRODUCER ROGER J.BELANGER AGENCY INC. P.O. BOX 366 MANCHESTER, NH 03105-0366	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MAIN STREET AMERICA GROUP	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
G & O HEATING & AIR CONDITIONING
5 MAIN ST.
HOOKSETT, NH 03106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDC/SUBR INSD/WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MPT7653J	07/18/2017	07/18/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/PROP AGG \$ 2,000,000.00 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B1T3405G	10/19/2017	10/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUT3450G	07/18/2017	07/18/2018	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

REQUESTED BY INSURED
FAX 5/22/2018 @ 2:25 PM (F) 603-485-7780

CERTIFICATE HOLDER CANCELLATION

FRANKLIN WASTEWATER TREATMENT PLANT P.O. BOX 68 FRANKLIN, NH 03235	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 <i>Daniel Belanger</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2018

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

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

PRODUCER ROGER J. BELANGER AGENCY INC. P.O. BOX 365 MANCHESTER, NH 03105-0365	CONTACT NAME: PHONE (800 No. Ext): _____ FAX (800 No. Ext): _____ E-MAIL: _____ ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
INSURER A: MAIN STREET AMERICA GROUP	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

INSURED
 G & O HEATING & AIR CONDITIONING
 5 MAIN ST.
 HOOKSETT, NH 03105


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

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

INSTR. LTR.	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		JPT7653J	07/18/2018	07/18/2019	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000.00 MED EXP (Per one person) \$ 10,000.00 PERSONAL & ADW. INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPAG. AGG. \$ 2,000,000.00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BIT3450G	10/19/2018	10/19/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION		CUT3450G	07/18/2018	07/18/2019	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE / OTHER EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY UNIT \$

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

FAXED G & O HEATING 7/9/2018 @ 9:03 (F) 603 465-7780

CERTIFICATE HOLDER E-MAILED 7/9/18 @ 9:03 AM sharon.mcmilin@desnh.gov FRANKLIN WASTE WATER TREATMENT PLANT P.O. BOX 58 FRANKLIN, NH 03235	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2018

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.

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PRODUCER AP INTEGO INSURANCE GROUP 375 Woodcliff Drive Suite 103 Fairport, NY 14450	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A : AmGUARD Insurance Company		42390
INSURED G&O Heating and Air Conditioning Inc 5 Main St Hooksett, NH 03106		
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

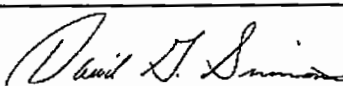
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	GOWC953504	04/20/2018	04/20/2019	PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

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

Exclusions:
Doug St Pierre Sr; Doug St Pierre Jr;

CERTIFICATE HOLDER Franklin Wastewater Treatment Plan 528 River Rd Franklin, NH 03235	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 

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