



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Turnpikes
July 16, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Eckhardt & Johnson, LLC, Hooksett, NH (Vendor # 154179) on the basis of a low bid in the amount of \$80,400.00 for Annual Boiler and HVAC Services at facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2023. 100% Turnpike Funds.

Funds to support this request are available in the following accounts in State FY 2022 and State FY 2023, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified:

	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-961017-7027 Central Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	\$22,000.00	\$22,000.00
04-96-96-961017-7032 Blue Star Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	\$10,000.00	\$10,000.00
04-96-96-961017-7037 Spaulding Turnpike Maintenance 048-500226 Contract Repairs Buildings and Grounds	\$8,200.00	\$8,200.00

EXPLANATION

The NH Turnpike System has twenty (20) hot water boiler and H.V.A.C. systems at the toll and maintenance facilities, Seabrook Welcome/Tourist Information Center, 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. Ten (10) of these facilities are occupied 24 hours a day to collect tolls and provide visitor services at the Seabrook Welcome/Tourist Information Center. Emergency response is necessary to ensure continuous operation.

The Department advertised for bids in the Manchester Union Leader on June 9, 10 and 11, 2021 and on the Bureau of Turnpikes' and Purchase & Property websites from June 9 through June 30, 2021. Invitations to bid were also sent to nine (9) bidders who had previously submitted bids. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened.

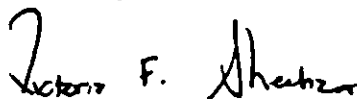
Three (3) sealed bids were received and publicly opened on June 30, 2021 (bid results attached). Eckhardt and Johnson, LLC. was selected as the low bidder to provide the boiler and HVAC services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, no sooner than July 1, 2021, and will end on June 30, 2023. The contract is for a total of \$80,400.00.

This contract was last awarded on July 18, 2019. Eckhardt & Johnson, LLC. submitted the lowest of four (4) bids and was awarded the contract for \$72,965.00 The contract total has increased by 10% mainly due an increase of \$6,000 in estimated repair parts.

The contract has been approved by the Attorney General as to form and execution. 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.

Your approval of this contract is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

NHDOT Bureau of Turnpikes
Annual Boiler and H.V.A.C. Service Contract
RFB TPK 2021-04
Bid Results - June 30, 2021

Low Bidder

	Eckhardt & Johnson LLC	AAA Energy Service Co.	ENE Systems of NH, Inc.
Annual Inspection of 20 Locations - Lump Sum for All Locations	\$ 12,300.00	\$ 10,970.00	\$ 12,925.00
Times 2 Years	2	2	2
Total Inspection Cost	\$ 24,600.00	\$ 21,940.00	\$ 25,850.00
Emergency Repair Service - Monday - Friday 06:00 to 18:00 (est. 450 hours over contract	450	450	450
Fixed Hourly Labor Rate	\$ 80.00	\$ 90.00	\$ 95.00
Total Estimate	\$ 36,000.00	\$ 40,500.00	\$ 42,750.00
Emergency Repair Service - Monday - Friday 18:01 to 05:59 as well as weekends/holidays (est. 50 hours over contract term):	50	50	50
Fixed Hourly Labor Rate	\$ 120.00	\$ 130.00	\$ 127.50
Total Estimate	\$ 6,000.00	\$ 6,500.00	\$ 6,375.00
Supply Repair Parts (Estimated based on Dealer Cost of Parts: \$12,000 over 2 years):	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Fixed Percent Markup	15%	10%	10%
Total Estimate	\$ 13,800.00	\$ 13,200.00	\$ 13,200.00
Total Price	\$ 80,400.00	\$ 82,140.00	\$ 88,175.00

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

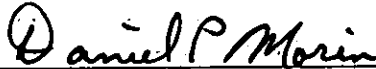
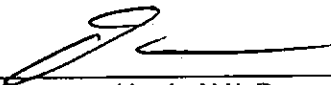
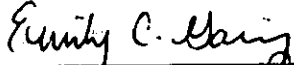
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name Eckhardt & Johnson, LLC		1.4 Contractor Address 6 Eastpoint Drive Hooksett NH 03106	
1.5 Contractor Phone Number 603-622-7493	1.6 Account Number See Exhibit B, Paragraph 10	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$80,400.00
1.9 Contracting Officer for State Agency David P. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature  Date: 7-9-21		1.12 Name and Title of Contractor Signatory Daniel P Morin Vice President	
1.13 State Agency Signature  Date: 7/21/21		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/2/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 the liquidated amounts required or permitted by N.H. RSA 80. 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A - SCOPE OF SERVICES

A. 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.
- i) Provide to the DEPARTMENT a cost estimate of the work to correct the noted deficiencies.

2. Provide all labor, materials, and equipment to perform annual heating – ventilating - air conditioning (H.V.A.C.) equipment cleaning, ventilation duct 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) Check condition of ventilation ducts and clean accordingly.
- h) Replace all air filters.
- i) Replace drive belts on blower motors.
- j) Check automatic and manual temperature controls for proper operation.
- k) Provide to the DEPARTMENT a list of deficiencies discovered during the inspections and recommend corrective actions.
- l) Provide to the DEPARTMENT a cost estimate of the work to correct the noted deficiencies.

3. The twenty (20) 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.
4. Results of the inspection, cited in No. 1 above, and recommendations pertaining thereto shall be forwarded, in email sam.newson@dot.nh.gov, within ten (10) days of completion.
5. Parts and labor necessary for repairs, which do not exceed \$1,000.00 cumulative total as a result of the twenty (20) 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 (20) annual inspections, require a cost estimate and written approval from the Administrator, Bureau of Turnpikes or designee.
6. Perform emergency repairs to the boiler and H.V.A.C. system at each of the twenty (20) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR shall respond to the effected site within four (4) to six (6) hours and complete the repairs within forty-eight (48) hours of notification. A service order shall be completed describing the deficiency and corrective action taken. The service order shall be signed by the facility supervisor or the maintenance mechanic foreman prior to leaving the facility. One copy will be left at the facility for documentation.
7. 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.

Exhibits A, B & C

Contractor Initials: DPM

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Date: 7-9-21

8. All work specified in Nos. 4, 5 & 6 above shall be invoiced at a fixed hourly rate (portal to portal) as described below. 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 will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
- Date work was done.
 - Brief description of work done.
 - Hourly rate charged and materials.
 - Location of work per Exhibit D.
9. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

Invoices shall be sent to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950
Or
DOT-NHTumpikesAP@dot.nh.gov

10. The CONTRACTOR agrees to coordinate any temperature control repair service with Maintenance Mechanic Foreman.
11. 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, the Administrator, Bureau of Turnpikes or designee. 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 includes:

- 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.
12. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.

Exhibits A, B & C

Contractor Initials: DPM

Page 3 of 8

Date: 7-9-21

13. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The CONTRACTOR is responsible for compliance with the Safety and Health regulations for construction (specifically 1926 Subpart K – Electrical but all parts as applicable) that apply to all employers subject to the regulations promulgated by OSHA and National Electric Code (NEC) latest edition, as well as any municipal electrical ordinances and codes.
4. The DEPARTMENT operates under Environmental Policy ENV1 (Exhibit E) which states that NHDOT activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit F) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

C. COVID-19 IMPACTS

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT A of this Agreement, any such disruption, delay or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on

Exhibits A, B & C

Contractor Initials: DPM

businesses, are not the fault of the State and the Contractor may not seek damages against the State for any impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1. The service required to be performed under the terms of this Agreement as written;
2. The services actually performed;
3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

D. WARRANTEES

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

E: OTHER

1. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.

EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide the annual boiler cleaning, inspection, and preventative maintenance service as cited in Exhibit A paragraphs 1, 2, & 3 for the lump sum fee of: Twelve Thousand, Three Hundred dollars (\$12,300.00) annually for all of the twenty (20) Boiler and/or H.V.A.C. sites.
2. The CONTRACTOR agrees to provide priority response for Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 7 AM to 5 PM of: Eighty Dollars (\$80.00) per hour.
3. The CONTRACTOR agrees to provide priority response for Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 5 PM to 7 AM, weekends and State Holidays period (words and numerals) of One Hundred Twenty Dollars (\$120.00) per hour.
4. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's list price to include an invoice, plus a fixed percentage mark up of Fifteen Percent (15%).
5. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices to the DEPARTMENT, indicating the work has been completed.
6. The total contract price shall not exceed Eighty Thousand Four Hundred Dollars and no cents (\$80,400.00).
7. 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. (In accordance with Exhibit A, Paragraph 8).
8. Locations can be added or deleted by the DEPARTMENT within 30 (thirty) days by notifying the vender via email.

Exhibits A, B & C

Contractor Initials: DPM

Page 6 of 8

Date: 7-9-21

9. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2021, ends on June 30, 2023, and is subject to Governor and Council approval,

10. 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

No special provisions are required by the DEPARTMENT.

EXHIBIT D – EQUIPMENT LOCATIONS

#	Location	Units
1	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"
2	Rochester Maintenance Bldg. 47 Route 16 Connector Rochester, NH	Neo Therm Gas Fired Hot Water Boiler (2 Boilers) Serial # G15348043 Model #NTH399NXX3 Natural Gas BTU 399,000 State Industries, Inc. – Hot water heaters (2 water heaters) Serial #1541M000195 Model #SHE507076NE Natural Gas Input BTU HR 76,000 Mitsubishi Electric Condensing Unit Model # PUY – A18NHA6 Service Ref. PUY-A18NHA6
3	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"

EXHIBIT D – EQUIPMENT LOCATIONS

#	Location	Units
4	Dover Maintenance Facility Exit.9 - Spaulding Turnpike Dover, NH	1 Boiler, Weil 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
5	Hampton Main Toll Plaza I-95 Hampton, NH	1 Boiler, Burnham-Cast Iron Model # V11 series, Oil fired Carlin Burner, # 1050 FFD-20 Air Handler – Trane M Series Model # MCCB030UA0A0UB Filter Size – (12) 20"x25"x2" & (4) 20"x20"x2" Air Conditioner Unit, Trane M series Model# TH048A3R0A0U0000000000A
6	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 – EQUIPMENT LOCATIONS

#	Location	Units
7	Hampton Maintenance Facility I-95 Hampton, NH	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 Rudd electric water heater, 30 gal Model # PE2-30-2 Serial # RU 0304219345
8	Hampton Training Trailer I-95 Hampton, NH	Electric HVAC in Trailer
9	Seabrook Welcome Center I-95 Hampton, NH	1 Boiler, Series 19, Cast Iron H.B. Smith – Serial # F98-798 359,000 BTU Carlin Burner Oil Fired Hot Water Heater, Bochin Model # 72E Serial # 02093075T H&V Make – Bryant Model # 524AEB120000AAGC Serial # 3699F48297 Motor – 2.4 HP Volts - 208-230/460 Amps - 5.8/2.6 3PH Mitsubishi Electric (3 Units outside) Split System heat pump Model # MSZ-SC42NAHAZ Serial # 51U01795B Unit Supply 208/230 1 Phase Mitsubishi Electric (9 Heads in building) Split system heat pump

EXHIBIT D – EQUIPMENT LOCATIONS

#	Location	Units
10	Nashua E-ZPass/DMV Center FEE Exit 6 Nashua, NH	1 Boiler – Weil-McClain Ultra 299 Commercial Natural Gas Hot water Boiler A.O. Smith hot water heater Model # ESTT30110 Serial # 1114A008308 Johnson Controls Air Handlers AHU-1, AHU-2 and AHU-3 belt driven blower and coil units models H&V Split system Air Conditioner Daikin Room Air conditioner
11	Nashua Maintenance Building Rte. 111-A, Exit 5 Nashua, NH	1 Boiler, Class I, Cast Iron H.B. Smith - 5000 Sq. Ft. Model # 71888 223,000 BTU/HT
12	F.E. Everett - Exit 10 Ramp Toll Plaza Central Turnpike Merrimack, NH	1 Boiler, Buderus-Cast Iron Model # GE615, Oil fired, Riello Burner, Model # RL100 Air Handler Trane M Series Model # MCCB012UA0A0UA Filter Size (6)-20"x20"x2" VAV's – Trane (6) Model # VCWF10000G0ENCLG00002L1W000000000 Air Conditioner Unit, Trane Model# THC060A3R0A1WC10000000000 B
13	Merrimack Maintenance Bldg. Rt. 3, Central Turnpike, N.B. Merrimack, NH	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 Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"

EXHIBIT D – EQUIPMENT LOCATIONS

#	Location	Units
14	Bedford Toll Plaza F.E. Everett Turnpike Bedford, NH	<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 # VCWF10000G0ENONG00002L1W00000000</p> <p>Air Conditioner Unit, Trane Model # THC048A3R0A11H200AB10000 A</p>
15	Hooksett Main Toll I-93 Hooksett, NH	<p>2 Mod Con Commercial Condensing Heating Boilers Model #: Mod Con 850 propane fired Gross Heat Output = 799,000 Btu/hr.-each</p> <p>Panasonic Split Ductless Air Conditioning System with Indoor Wall mounted (Model # CS-S24NKUA) and outdoor pad mounted unit Model # CU-S24NKUA).</p> <p>Air Handler – Trane M Series Model # MCCB030UA0A0UB Serial # K02K5801SA Filter Size – (12) 20"x20"x2" - (4) 20"x25"x2"</p> <p>VAV's – Trane Model # VCWF10000G0ENCLG00002L1W00000000 Serial # R05J39907A</p> <p>Air Conditioner Unit, Trane Model # THC048A3R0A0UH00000000000 A</p>

EXHIBIT D – EQUIPMENT LOCATIONS

#	Location	Units
16	Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH	1 Boiler, Burnham-Cast Iron Model # V904A, Oil fired (18.4 GPH) Serial # 64656862 (420 MBH Water) Carlin Burner, Model #301 CRD Air Handler – Trane M Series Model # MCCB006UA0A0UB Serial # K04F79579 Filter Size – (2) 20"x20"x2" VAV's – Trane
17	Hooksett E-ZPass Trailer I-93 Exit 11 Hackett Hill Road Hooksett, NH	Electric HVAC in Trailer
18	Hooksett Maintenance Bldg. I-93 Exit 11 36 Hackett Hill Road Hooksett, NH	1 Boiler, Buderus-Cast Iron Model # Logano GE515 Natural Gas fired Serial # 05086702-00-6261-0157 Gordon Piatt Burner, Model # R8.1-G0-07 Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"
19	Maintenance Warehouse I-93 Exit 11 36 Hackett Hill Road Hooksett, NH	Reznor 350 Model #USDA-350 Serial #BOL3082051771 Gas Heater – Natural Gas 115 Volts BTU 350,000
20	Turnpikes Administration Bldg. I-93 Exit 11 36 Hackett Hill Road Hooksett, NH	This building will be under construction for most of the contract and not require PM's until spring of 2021 2 Boiler – Weil-McClain Commercial Wall Mount Natural Gas Water Heater

Note all information should be field verified for accuracy



POLICY NUMBER: ENV 1		POLICY NAME: ENVIRONMENTAL POLICY	
ADOPTION DATE: July 23, 2018		LAST UPDATED: July 23, 2018	
POLICY APPROVED BY: Commissioner, NHDOT		SIGNATURE: <i>John F. Shaheen</i>	
RESPONSIBLE OFFICE: Bureau of Environment		CONTACT PERSON: Administrator, Bureau of Environment	
REQUIREMENTS: All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.		PROCEDURES AND RESOURCES: <ul style="list-style-type: none"> This Policy is supported by documents in the Standard Operating System (SOS) Index. State and Federal Environmental Regulations 	

POLICY STATEMENT

The New Hampshire Department of Transportation's (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

SCOPE

This policy shall apply to all employees in all organizational units of NHDOT.

DEFINITIONS

Cultural and natural environment (collectively referred to as "environment"): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on *EX 1-1 Form 1 Approved Definitions List*, located on the *SOS Index*.

Contractor Initials: DPM

Date: 7-9-21

COMMENTS

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.
2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.
3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.
4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.
5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.
6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.
7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.
8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.
9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.
10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.

Contractor Initials: DPM

Date: 7-9-21



EXHIBIT E

- 11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.
- 12. The SOS and all documents pertaining to it will be located in the SOS *Index* on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

REQUIREMENTS

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

- 1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
- 2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
- 3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

Daniel P. Marin

Employee Name (printed)

7-9-21

Date

Dan P. Marin

Employee Signature

AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
7/23/2018	Original Policy Adopted	Victoria Sheehan	Commissioner

Contractor Initials: DPM

Date: 7-9-21



Contractor Safety & Environmental Checklist

Contractor Company Name: Eckhardt + Johnson, LLC
 Date Reviewed: 7-9-21
 Project Description: Annual Boiler Service + HVAC Maintenance
 Contractor Name: Daniel P. Maria

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted within 50 feet from any building.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equipment.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply with all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply with all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of SDS must be available on site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy ENV 1.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Contractor Initials: DPM

Date: 7-9-21

State of New Hampshire

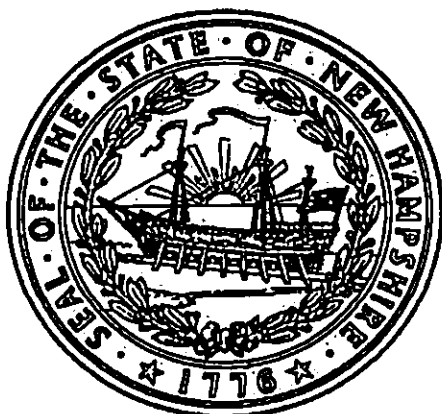
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ECKHARDT & JOHNSON, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 01, 1952. 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: 11047

Certificate Number: 0005379268



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

Eckhardt & Johnson

MECHANICAL CONTRACTORS

6 Eastpoint Drive, Hooksett, NH 03106
Tel. 603-622-7493 Fax 603-647-4618



CONSENT RESOLUTIONS OF THE SOLE DIRECTOR OF ECKHARDT & JOHNSON, LLC

The undersigned, being the sole Director of Eckhardt & Johnson, LLC., 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

07.09.2021

Date

State of New Hampshire

County of Merrimack

On JULY 9, 2021, 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.

Harnett W. Bingle

Notary Public/Justice of the Peace

Commission Expires: 03.03.2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2021

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).

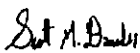
PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: sdearden@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER B: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Union Insurance Company	25844	INSURER B: Acadia Insurance Company	31325	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Eckhardt & Johnson, LLC 6 Eastpoint Drive Hooksett NH 03106														

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA508388919	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA508389018	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 checked="" type="checkbox"/> RETENTION \$ 0			CUA508389118	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA508389218	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388919	4/1/2021	4/1/2022	Deductible: \$500 \$325,000 Deductible: \$500 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the insured during the policy period. 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 
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