



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
Office@das.nh.gov

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mcc

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

September 9, 2020

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Pelmac Industries Inc., Auburn, NH (vendor#156279), for an amount not to exceed \$17,363.00, for installation of an alarm system at 7 Eagle Square, Suites 100, 200 and 300, in Concord, NH. Upon Governor and Council approval, work shall begin and be complete by November 30, 2020.  
**100% Agency Income.**

Funding is available in an account titled Administrative Services as follows:

01-14-14-141510-59660000	Anna Philbrook Center	<u>FY21</u>
FY-21 048-500226	Contracts for Operational Service	\$17,363.00

### EXPLANATION


The previous tenants of the Philbrook Building; The Office of Professional Licensure and Certification, The Governor's Council on Disability, The Office of the Child Advocate, and the American Legion, were recently relocated to state buildings and privately owned space. The move was conducted at the request of the Department of Health and Human Services. The Philbrook Building was previously a secure psychiatric facility for adolescents before it was repurposed and converted to office space. Because the building still retains some secure features, it was determined to be the best location to house psychiatric patients that need to be in a secure environment. Construction on the Philbrook Building began in July 2020 necessitating an immediate move.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 4, 2019  
Page 2 of 2

The Office of Professional License and Certificates was relocated to a leased space located at 7 Eagle Square in Concord, NH. Security comparable to what the agency had previously had in place was required. In May of 2020, the Department of Administrative Services requested quotes for installation of new cards readers as well as reuse of existing readers on sight and ancillary support required for the installation, including but not limited to re-wiring as necessary. Due to the immediate emergency to relocate the agency, only two quotes were received. Quotes were evaluated on the basis of the vendors' lowest total cost and Pelmac Industries Inc was chosen. The other bidder was Integrated Security & Communications for \$27,057.95

Pelmac Industries Inc. has been providing security installation services to the State since 2009. Based on the foregoing, I am respectfully recommending approval of the contract with Pelmac Industries Inc.

Respectfully submitted,

  
for Charles M. Arlinghaus  
Commissioner


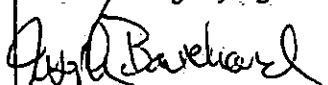
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name DAS for the Office of Professional License and Certificates		1.2 State Agency Address 7 Eagle Square Suite 100, 200, 300, Concord, NH 03301	
1.3 Contractor Name Pelmac Industries Inc.		1.4 Contractor Address 12 Commercial Court, Auburn, NH 03032	
1.5 Contractor Phone Number 603 623-5916	1.6 Account Number 59660000 048- 500226	1.7 Completion Date NOVEMBER 30, 2020	1.8 Price Limitation \$17,363.00
1.9 Contracting Officer for State Agency Gail Rucker		1.10 State Agency Telephone Number 603-271-1118	
1.11 Contractor Signature  Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Michelle Perrin CEO	
1.13 State Agency Signature  Date: 9/11/20		1.14 Name and Title of State Agency Signatory Joseph Baichard, Asst. Comm.	
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: <u>Takmina Rakhmatova</u> On: <u>9/10/2020</u>			
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 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 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 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 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  
Modifications

“There are no modifications to the terms of this contract”

## Exhibit B

### Scope of Service

Pelmac Industries shall supply all of the headend components including the controller, dual reader modules and power supply in the third floor data room at 7 Eagle Square.

We shall also provide all new runs of wire required from each door location to the data room ending at the headend components. The wire includes everything from the doors electric strick to the headend component in the data room on the third floor;

On the third floor Pelmac will use the existing cable trays to run wire to the data room. On the second and first floor Pelmac shall use existing conduit between floor to run cable to the doors to the data room on the third floor;

Pelmac shall provide and install at ADA appropriate height, (5) new card readers and reuse (3) existing card readers on site. Of the three existing reader - (2) of the existing card readers are on the exit doors on the third floor, one existing card reader is on the second floor. Pelmac shall relocate that card reader from the maternal care door to the double door entry next to the maternal Care room. This shall be a total of (8) doors to be activated/reactivated on three floors of the leased space by OPLC at 7 Eagle Square. Card Reader Package on the following doors to include Card Reader, Request to Exit, Door Contact;

Pelmac to provide and install 2 existing CRP on 1st Floor; (1) at the lobby door and (1) at the door entering into the employee space. All electric strikes are NIC and provided by client. Main lobby door shall be programed to automatically lock on work hours and days. Work hours to be finalized by end user tentatively are M-F from 8:00am to 4:00pm except for state holidays and week ends; all other doors on this floor shall be card reader access only or with a key over ride;

Pelmac to provide and install 1 existing and 2 new CRP on 2nd Floor; (1) existing CRP at the double door on the second floor; (1) new CRP to be installed at the main entrance door for public on the second floor and (1) new CRP shall be installed at the door in the hall separating the hearing rooms from the executive offices. All electric strikes are NIC and provided by client. Main public entrance door shall be programed to automatically lock on work hours and days. Work hours to be finalized by end user tentatively are M-F from 8:00am to 4:00pm except for state holidays and week ends; all other doors on this floor shall be card reader access only or with a key over ride;

Pelmac to rewire and check the installation of 2 existing CRP on 3rd Floor; (1) at the lobby door and (1) at the Employee entrance door into the employee space and (1) new CRP at the new door blocking the public access to the employees for security. This door shall also have a push release button to allow employees to release the lock for clients to go through. All electric strikes are NIC and provided by client. Main lobby door at this floor shall be programed to automatically lock on work hours and days. Work hours to be finalized by end user tentatively are M-F from



8:00am to 4:00pm except for state holidays and week ends; all other doors on this floor shall be card reader access only or with a key override;

All work to be complete during regular business hours Monday through Friday from 7:00 am to 4:30pm. Pelmac shall schedule so BPM (Bureau of Planning Management) is available to approve work schedule. Pelmac shall program and test each door to verify correct door operation.

The State of NH shall be responsible for providing 100V constant power; an IP address and switch port for new controller; State of NH shall also provide electric strikes and hardware for each door and programing in each door user into the Prowatch system.

Connecting to and Programming on DAS Prowatch Server with available card reader licenses.

EXHIBIT C

Contract Price and Terms of Agreement

Qty	Description	Unit price	Ext. Price
1	PW6000 Hardware Add-on Kit	\$4,760.00	\$4,760.00
	(1) PW6K11C PW-6000 Controller		
	(5) PW6K1ZR2 Dual reader Modules		
	(1) PW5K1DCC Daisy Chain Cable		
	(1) PW5K2ENC1 Enclosure		
	(1) PW6K2E2PS Power Supply		
	(1) 712BNP Battery		
	(8) Supressor Kits		
5	DR4203 Mullion Mount Readers	\$408.00	\$2,040.00
1	24V Power Supply package	\$281.00	\$281.00
1	Cable, Connectors and Electrical	\$1,162.00	\$1,162.00
1	Installation	\$9,120.00	\$9,120.00

**TOTAL \$17,363.00**

This Proposal to include: Access Control - 8 Doors  
 The contract assumes all strikes and power supplies for doors are in working order on existing doors and can be utilized, If not, a quote will be done to outline any additional costs. (2) New doors on first Floor, (2) new doors on 2nd Floor, (1) existing door on 2nd Floor, (2) existing doors on 3rd floor, (1) new door on 3rd Floor. This quote does not monitor doors for forces or props, access only and schedules. All strike and hardware to be provided by customer and are NIC.

NORMAL LEAD TIMES ON THIS ESTIMATE - APPROX 10 WEEKS

Contractor Initials MP  
 Date 9/10/20

Clarifications and Exclusions

Pelmac is not responsible for the purchase or installation of the electric strikes and hardware for the doors to have card reader access. Attached is the estimate to get the existing front and rear doors set up for access control on the third floor; operational. Pelmac will reutilize the existing lock hardware, power supplies, door contacts and the request to exits at each door. In the event they are not operational, Pelmac will provide a quote to purchase them. Pelmac included new readers in the estimate; but if the ones onsite are operational, Pelmac will credit you those. Pelmac will complete all work within State of NH normal business hours; Monday through Friday, 7:30 am to 4:30pm.

To: Gail Rucker

September 8, 2020

NV Reg # ID-054, NCIDQ # 015237

Administrator II

NH Bureau of Planning and Management

25 Capitol Street, Room #409, Concord, NH 03301

[Gail.rucker@das.nh.gov](mailto:Gail.rucker@das.nh.gov) or [gail.rucker@nh.gov](mailto:gail.rucker@nh.gov)

(603) 271-1118

Fr: Dan Boyce

Key Account Manager

Pelmac Industries Inc.

12 Commercial Court

Auburn NH 03032

To Whom It May Concern,

Pelmac Industries Inc agrees to install (5) new access control card readers and reinstall/reactivate (3) existing card readers at 7 Eagle Square the new location of OPLC. (8) Doors of access control total. As part of Pelmac's scope of work we will run all new wiring to each door location, activate each card reader and electric strike. Pelmac will also supply all the headend components including controller, dual reader modules and power supplies. Pelmac will also program and test each door to verify correct door operations. The State of NH will be responsible for providing 100V constant power, a network connection and installation of electric strikes and door hardware for each door in addition to programming in each door user into the system.

Dan Boyce

Pelmac Industries Inc.

# State of New Hampshire

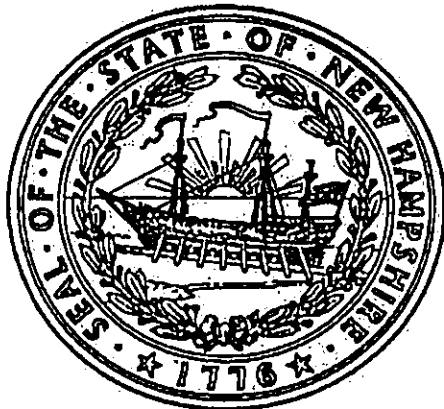
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 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: 108623

Certificate Number : 0004893946



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/02/2020

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).


<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Stacy Verdo <b>PHONE (A/C, No, Ext):</b> (803) 669-3218 <b>FAX (A/C, No):</b> (803) 645-4331 <b>E-MAIL ADDRESS:</b> sverdo@crossagency.com	
<b>INSURED</b> Pelmac Industries, Inc 12 Commercial Ct.  Auburn NH 03032-3725		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Utica Mutual Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 25678	

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 GL, WC & Umb      **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 SUBR INSD WYD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2079874	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
						Errors & Omissions \$ Included
	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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						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 checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB708538	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
						\$
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 Y	5358597	05/03/2020	05/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Michelle & Michael Pellerin are excluded from workers comp coverage		WC 3a. MA ME NH			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire; Office of Professional Licensing & Certification 7 Eagle Square Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF CORPORATE AUTHORITY**

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE

Pelmer Industries, Inc  
(name of corporation)

held on 9/9/2020 Directors were present of waived notice, it was voted that

Michael Pelmer, President  
(name & title) of this company be and hereby is

authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto

and such execution of any contract of bond of obligation in this company's name on its behalf of such

Michael Pelmer  
(Officer) under seal of the company shall be valid and bind upon this company

A TRUE COPY,

ATTEST:

Michelle Pelmer

Place of Business:

12 Commercial Court  
Auburn, NH 03032

I hereby certify that I am the Asst Secretary of the Pelmer Industries that

Michael Pelmer is the duly elected President of said

company and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

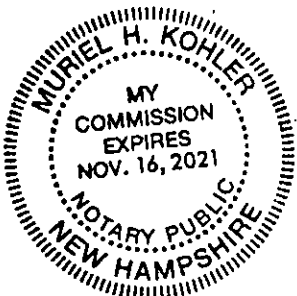
Signature: Michelle Pelmer

Name/Title: Asst Secretary

Date: 9/9/2020

(Corporate Seal)

Then personally appeared the above names Michael Pelmer & Michelle Pelmer and acknowledged the foregoing instrument to be his/her free act and deed before me.



NOTARY PUBLIC

Muriel H. Kohler

My Commission Expires: 11-16-2021