



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

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

Bureau of Turnpikes September 27, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Eckhardt & Johnson, LLC of Hooksett, NH. (Vendor Code #154179) in the amount of \$72,965.00 for Annual Boiler and HVAC Service, effective upon Governor and Council approval through June 30, 2021. 100% Turnpike Funds.

Funding for this agreement is available in State Fiscal Year 2020 and Sate Fiscal Year 2021, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 3 columns: Description, FY 2020, FY 2021. Rows include Central Maintenance, Blue Star Maintenance, and Spaulding Maintenance with corresponding dollar amounts.

## EXPLANATION

The NH Turnpike System has twenty-one (21) 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 19, 20 and 21, 2019 and on the Bureau of Turnpikes and Purchase and Property's websites from June 19, 2019 through the bid opening. Invitations to bid were also sent to eight (8) bidders who submitted bids in prior years. Four (4) sealed bids were received and publicly opened on July 18, 2019 (bid results attached). Eckhardt & Johnson, LLC was the low bidder.

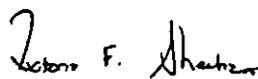
Addendum No. 1 was issued July 10, 2019. Bidders were instructed to return the addendum with the RFB form and the due date was extended to July 18, 2019. One bid was returned without an addendum and was returned to the bidder.

The contract will begin subsequent to approval by the Governor and Council and end on June 30, 2021 (contract total \$72,965.00).

The Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed agreement 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 resolution is respectfully requested.

Sincerely,

  
Victoria F. Sheehan  
Commissioner

Attachments

**NHDOT Bureau of Turnpikes  
Annual Boiler and H.V.A.C. Service Contract  
RFB TPK 2019-03  
Bid Results - July 18, 2019**

**Low Bidder**

	Eckhardt & Johnson LLC	AAA Energy Service Co.	ENE Systems of NH, Inc.	Alliance Mechanical Inc.
Annual Inspection of 21 Locations - Lump Sum for All Locations	\$ 11,695.00	\$ 10,668.00	\$ 11,750.00	\$ 12,500.00
Times 2 Years	2	2	2	2
<b>Total Inspection Cost</b>	<b>\$ 23,390.00</b>	<b>\$ 21,336.00</b>	<b>\$ 23,500.00</b>	<b>\$ 25,000.00</b>
Emergency Repair Service - Monday - Friday 06:00 to 18:00 (est. 450 hours over contract)	450	450	450	450
Fixed Hourly Labor Rate	\$ 75.00	\$ 87.00	\$ 85.00	\$ 99.00
<b>Total Estimate</b>	<b>\$ 33,750.00</b>	<b>\$ 39,150.00</b>	<b>\$ 38,250.00</b>	<b>\$ 44,550.00</b>
Emergency Repair Service - Monday - Friday 18:01 to 05:59 as well as weekends/holidays (est. 50 hours over contract term):	50	50	50	50
Fixed Hourly Labor Rate	\$ 112.50	\$ 120.00	\$ 127.50	\$ 99.00
<b>Total Estimate</b>	<b>\$ 5,625.00</b>	<b>\$ 6,000.00</b>	<b>\$ 6,375.00</b>	<b>\$ 4,950.00</b>
Supply Repair Parts (Estimated based on Dealer Cost of Parts: \$8,000 over 2 years):	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Fixed Percent Markup	15%	10%	10%	20%
<b>Total Estimate</b>	<b>\$ 6,900.00</b>	<b>\$ 6,600.00</b>	<b>\$ 6,600.00</b>	<b>\$ 7,200.00</b>
Subcontractor Repair Work (estimated \$3,000 subcontractor costs over 2 years)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fixed Percent Markup	10%	10%	10%	10%
<b>Total Estimate</b>	<b>\$ 3,300.00</b>	<b>\$ 3,300.00</b>	<b>\$ 3,300.00</b>	<b>\$ 3,300.00</b>
<b>Total Price</b>	<b>\$ 72,965.00</b>	<b>\$ 76,386.00</b>	<b>\$ 78,025.00</b>	<b>\$ 85,000.00</b>

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

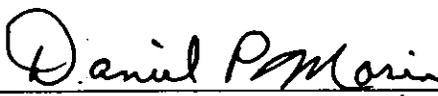
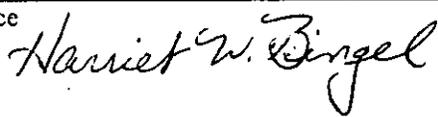
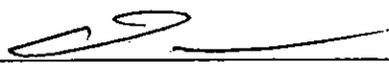
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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, 2021	1.8 Price Limitation \$72,965.00
1.9 Contracting Officer for State Agency David M. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daniel P Morin Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u>  On <u>August 20, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace		HARRIET W. BINGEL	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
Date: <u>10/16/19</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Emily C. Yang</u> On: <u>Nov. 4, 2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS**

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

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

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

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

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

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

## EXHIBIT A - 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 in the immediate vicinity of the H.V.A.C. unit. Any additional duct cleaning will be quoted through a work order.
  - 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-one (21) 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.newsom@dot.nh.gov](mailto:sam.newsom@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-one (21) 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-one (21) 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-one (21) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the effected site within 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.

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 shall submit invoices for work performed to:

State of New Hampshire  
Department of Transportation  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, N.H. 03302-2950  
Email Address:  
DOT-NHTurnpikesAP@dot.nh.gov

9. The CONTRACTOR agrees to coordinate any temperature control repair service with Maintenance Mechanic Foreman.
10. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, from the Administrator, Bureau of Turnpikes 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.

**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 an Environmental Management System (EMS). Our Environmental Policy 501.01 (Exhibit E) states our commitment to the prevention of pollution. We strive to manage our activities, and the implementation of programs that will where possible, reduce or eliminate the negative impacts of those activities upon the environment. 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. WARRANTIES

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.

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
2. of: Eleven Thousand, Six Hundred and Ninety-five dollars (\$11,695.00) annually for all of the twenty-one (21) Boiler and/or H.V.A.C. sites.
  - a. The CONTRACTOR agrees to provide priority response Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) for
    - Monday through Friday 06:00 to 18:00 Seventy-Five Dollars (\$75.00) per hour
    - Monday through Friday 18:01 to 05:59 as well as weekends/holiday One Hundred Twelve Dollars and fifty cents (\$112.50) per hour
3. 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%)
4. The CONTRACTOR agrees to coordinate sub-contractor repair service as cited Exhibit A in paragraph 8 at a fixed percentage of the invoice of: Ten Percent (10%)
5. 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.
6. The total contract price shall not exceed Seventy-Two Thousand Nine Hundred Sixty-Five Dollars and no cents (\$72,965.00).
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.
8. Locations can be added or removed by the DEPARTMENT with a 30 day emailed notice to vendor.
9. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2019, ends on June 30, 2021, 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

Exhibits A, B & C

Contractor Initials: DPM

Date: 8-20-19

EXHIBIT C - SPECIAL PROVISIONS

No special provisions are required by the DEPARTMENT.

## EXHIBIT D

#	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"
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

Contractor Initials: DPMDate: 8-20-19

5	Hampton Main Toll Plaza I-95 Hampton, NH	<p>1 Boiler, Burnham-Cast Iron Model # V11 series, Oil fired Carlin Burner, # 1050 FFD-20</p> <p>Air Handler – Trane M Series Model # MCCB030UA0A0UB Filter Size – (12) 20"x25"x2" &amp; (4) 20"x20"x2"</p> <p>Air Conditioner Unit, Trane M series Model# TH048A3R0A0U00000000000A</p>
6	Hampton Side Toll I-95 Exit 2 Hampton, NH	<p>1 Boiler, Burnham-Cast Iron Model # V909A, Oil fired Carlin Burner, # 801 CRD</p> <p>Air Handler – Trane M Series Model # MCCB012UA0A0UB Filter Size – (6) 20"x20"x2" VAV's – Trane Model # VCWF10000G0ENCLG00002L1W000000000 Serial # R05J39907A</p> <p>Air Conditioner Unit, Trane Model# TCC024F100BG</p>
7	Hampton Maintenance Facility I-95 Hampton, NH	<p>1 Boiler, Weil McLain-Cast Iron Model 80 Series 1-Boiler Oil fired (11.6 GPH) Model # 1280 Serial # 64644582 1172 MBH water Carlin Burner 6.0 – 13.0 GPH</p> <p>Rudd electric water heater, 30 gal Model # PE2-30-2 Serial # RU 0304219345</p>
8	Hampton Training Trailer I-95 Hampton, NH	Electric HVAC in Trailer

Contractor Initials: DPA

Date: 8-20-17

9	Seabrook Welcome Center I-95 Hampton, NH.	<p>1 Boiler, Series 19, Cast Iron H.B. Smith – Serial # F98-798 359,000 BTU Carlin Burner</p> <p>Oil Fired Hot Water Heater, Bochin Model # 72E Serial # 02093075T</p> <p>H&amp;V. Make – Bryant Model # 524AEB120000AAGC Serial # 3699F48297 Motor – 2.4 HP. Volts - 208-230/460 Amps - 5.8/2.6 3PH</p> <p>Mitsubishi Electric (3 Units outside) Split System heat pump Model # MSZ-5C42NAHAZ Serial # 51U01795B Unit Supply 208/230 1 Phase Mitsubishi Electric ( 9 Heads in building) Split system heat pump</p>
10	Nashua E-ZPass/DMV Center FEE Exit 6 Nashua, NH	<p>1 Boiler – Weil-McClain Ultra 299 Commercial Natural Gas Hot water Boiler</p> <p>A.O. Smith hot water heater Model # ESTT30110 Serial # 1114A008308</p> <p>Johnson Controls Air Handlers AHU-1, AHU-2 and AHU-3 belt driven blower and coil units models H&amp;V</p> <p>Split system Air Conditioner</p> <p>Daikin Room Air conditioner</p>
11	Nashua Maintenance Building Rte. 111-A, Exit 5 Nashua, NH	<p>1 Boiler, Class I, Cast Iron H.B. Smith - 5000 Sq. Ft. Model # 71888 223,000 BTU/HT</p>

Contractor Initials: DPM

Date: 8-20-19

12	F.E. Everett - Exit 10 Ramp Toll Plaza Central Turnpike Merrimack, NH	<p>1 Boiler, Buderus-Cast Iron Model # GE615, Oil fired, Riello Burner, Model # RL100</p> <p>Air Handler Trane M Series Model # MCCB012UA0A0UA Filter Size (6)-20"x20"x2"</p> <p>VAV's – Trane (6) Model # VCWF10000GOENCLG00002L1W000000000</p> <p>Air Conditioner Unit, Trane Model# THC060A3ROA1WC10000000000 B</p>
13	F.E. Everett - Exit 11 Ramp Toll Plaza Central Turnpike Merrimack, NH	<p>1 Boiler, Burnham-Cast Iron Model # PF-509, Nat. Gas fired Serial # 7582267 Gordon Piatt Burner, Model # R8-G-05, Gas Burner # AG776378 1826 MBH water</p> <p>Air Handlers (2) 1st - Trane Model # MCCA003CAC0AAA0A0000000 Serial # K91H31403 Filter Size 16"x25"x2"</p> <p>2nd - Trane M Series Model # MCCB012UA0A0UA Serial # K05J16126A Filter Size – (6) 20"x20"x2"</p> <p>VAV's – Trane (6) Model # VCWF10000GOENCLG00002L1W000000000</p> <p>2 unit heaters in main building, washable filters</p> <p>Air Conditioner Unit, Trane Model# TTA036A300B0 Serial # F36247358</p>
14	Merrimack Maintenance Bldg. Rt. 3, Central Turnpike, N.B. Merrimack, NH	<p>1 Boiler, Cast Iron Weil-McLain, Beckett Burner Model # 578, Series #1 Oil</p> <p>Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"</p>

Contractor Initials: DAM

Date: 8-20-19

15	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>
16	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>
17	Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH	<p>1 Boiler, Burnham-Cast Iron Model # V904A, Oil fired (18.4 GPH) Serial # 64656862 (420 MBH Water) Carlin Burner, Model #301 CRD</p> <p>Air Handler – Trane M Series Model # MCCB006UA0A0UB Serial # K04F79579 Filter Size – (2) 20"x20"x2"</p> <p>VAV's – Trane</p>
18	Hooksett E-ZPass Trailer I-93 Exit 11 Hackett Hill Road Hooksett, NH	Electric HVAC in Trailer

Contractor Initials: DPH

Date: 8/20-19

19	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"
20	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
21	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

Contractor Initials: DPM

Date: 8/20/19

## EXHIBIT E

Adopted: September 21, 2001  
Revised: November 17, 2009

### NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY 501.01

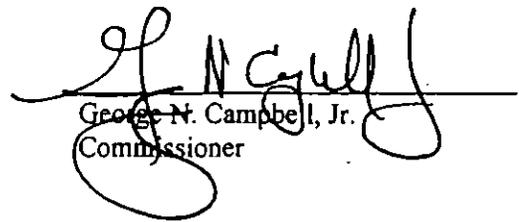
#### Title: Environmental Policy

#### Statement:

The New Hampshire Department of Transportation is the State's largest public works agency. Our activities affect the environment through land use, natural resource consumption, and transportation corridor redevelopment and maintenance activities. The Department will seek to minimize environmental impacts whenever practicable when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state. We will do this by operating in compliance with all applicable laws and regulations, by utilizing best management practices in all of our activities in an effort to prevent pollution, and by promoting environmental stewardship in our programs. We are committed to continuously improving our environmental performance through regular activity reviews, and by bringing forward improvements that merit implementation for reducing or eliminating negative environmental impacts.

Comments : To support the performance of our undertakings in an environmentally responsible manner, the Department will:

- Develop, implement and maintain an Environmental Management System (EMS) that encompasses Department program functions and complies with the requirements of the International Standard Organization's ISO 14001: 2004 standard for environmental management systems;
- Utilize the EMS, with support and guidance from the Office of Stewardship & Compliance, to set objectives and targets for process improvements that can be measured and regularly monitored, and contribute to pollution prevention and protection of the state's natural resources;
- Minimize Department-generated waste by reducing, reusing, or recycling materials, and using environmentally friendly materials and products whenever practicable;
- Communicate our commitment to this policy to our employees, consultants, contractors, and other interested parties;
- Provide employees with training appropriate to their functions concerning the Department's environmental responsibilities, through the new-employee orientation process and periodic refresher training;
- Utilize an appropriate proactive public stakeholder involvement process to address environmental concerns and facilitate problem solving in a collaborative manner; and
- Make this environmental policy available to the public and all interested parties.

  
George N. Campbell, Jr.  
Commissioner

Contractor Initials: DPM

Date: 8-20-19



## Contractor Safety & Environmental Checklist EIP-6- Form 6c

Contractor Company Name: Eckhardt & Johnson, LLC  
 Date Reviewed: 8-20-2019  
 Project Description: Annual Boiler & HVAC Maintenance  
 Contractor Name: Daniel P Morin

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 behind fence or < 50 ft from Main 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 equip.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply will all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply will 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 MSDS 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
<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 501.01.
<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: 8-20-19

# 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**

Digitally signed by Daniel C Clair  
DN: C=US, E=dclair@eckhardtjohnson.com, O=Eckhardt  
& Johnson, LLC, CN=Daniel C Clair  
Date: 2019.08.20 10:21:13-04'00'

8/20/19

Daniel C. Clair, Sole Director

Date

State of New Hampshire

County of Merrimack

On August 20, 2019, 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.

Hannel W. Bangil  
Notary Public/Justice of the Peace

Commission Expires: 3/9/2021



# State of New Hampshire

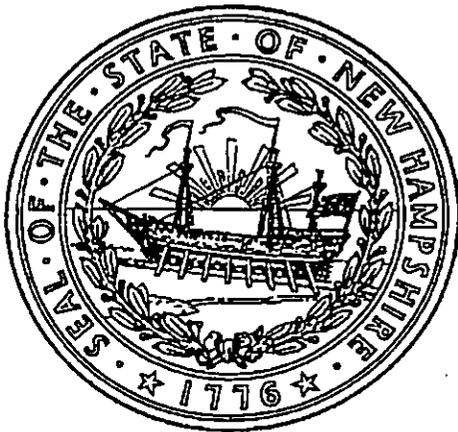
## Department of State

### 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: 0004569438



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of August A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2019

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: 2019-2020 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			CPA508388917	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAA508389016	4/1/2019	4/1/2020	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			COA508389116	4/1/2019	4/1/2020	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	WCA508389216	4/1/2019	4/1/2020	<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			CPA508388917	4/1/2019	4/1/2020	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)

Re: Annual Boiler and HVAC Maintenance, Bureau of Turnpikes State of New Hampshire Department of Transportation is an additional insured with respects to General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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

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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