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State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

May 1, 2018

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **retroactive** equipment lease agreement with Granite State Plumbing and Heating (Vendor #158437) Weare, NH 03282, to provide a 200-ton temporary Trane Chiller at the Rockingham County Courthouse for an amount not to exceed \$151,031. **Retroactive** effective for the period of April 10, 2018 through October 31, 2018, upon Governor and Council approval. **100% Transfer Funds (Transfer from AOC, Rent from Other Agencies).**

Funding is available from account # 01-14-14-141510-2045000, Department of Administrative Services, Bureau of Court Facilities, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

022-500248 Rent	<u>SFY18</u>	<u>SFY19</u>
	\$71,751	\$79,280

**EXPLANATION**

This equipment lease agreement will authorize the Bureau of Court Facilities to rent a 200-ton temporary Trane Chiller for the Rockingham County Courthouse in Brentwood, NH, to provide cooling to the largest State courthouse in New Hampshire at 100,000 square feet. The reason for this **retroactive** request is during routine preventative maintenance on the chiller in March of 2018, it was discovered by the Bureau of Court Facilities' mechanical contractor, Control Technologies, Inc., (CTI) that the 22-year old McQuay Chiller, original to the building, could not be started and was in a state of disrepair. As a precaution and to confirm the diagnosis, CTI brought in a factory representative for McQuay for a second opinion as to whether the chiller could be revived. In the end, it was the opinion of both companies that any possible repairs came with no guarantees or confidence that the repairs would be successful or sustainable.

Since purchasing a new chiller can have a lead time of 12 to 17 weeks, as most chillers are not in stock and are built upon order, the Bureau of Court Facilities looked to locate a temporary chiller for the courthouse. This strategy provides time to research the best long-term permanent solution while keeping the building functional. It should also be noted that as the cooling season progresses, it becomes more difficult to locate temporary chillers because of cooling demand. Finally, the Bureau of Court Facilities did seek an additional rental proposal that was comparable in cost but contracted with Granite State Heating and Plumbing because their scope of work was more comprehensive and timely.

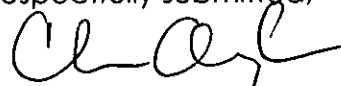
As for long-term, the different options for the permanent chiller replacement include:

- Installation of a new chiller as part of the upcoming performance contract;
- Installation of a new chiller later in the summer of 2018, using a variety of funds-energy/emergency/operating;
- Installation of a new chiller as a Capital Project for next biennium.

The office of the Attorney General has reviewed and approved this agreement.

The Department of Administrative Services requests the approval of this contract.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

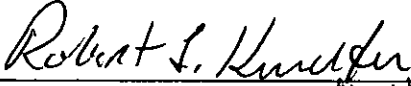
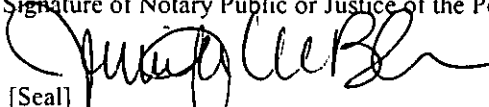
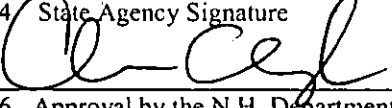

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, N.H. 03301	
1.3 Contractor Name Granite State Plumbing & Heating, LLC		1.4 Contractor Address 17 <del>State</del> Mill Road, Weare, NH 03282 01124	
1.5 Contractor Phone Number 603-529-3322	1.6 Account Number 01-14-14-141510- 2045 022-500248 0000	1.7 Completion Date RJK <del>April</del> , 2018 October	1.8 Price Limitation 151,031.00
1.9 Contracting Officer for State Agency Sarah Lineberry, Administrator		1.10 State Agency Telephone Number 603-271-3936	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory Robert Knowlton, Project Manager	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <u>Hillsborough</u> On <u>4-13-2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer L. LeBlanc, Notary JENNIFER L. LeBLANC Notary Public - New Hampshire My Commission Expires April 19, 2022			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner Date: <u>4/18/18</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Emily C. Gray</u> On: <u>5/10/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Exhibit A

Temporary Chiller Rental

1. PURPOSE/SCOPE:

The Contractor agrees to provide (1) 200 Ton Temporary Chiller Rental to the State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities, at the Rockingham County Superior Courthouse as follows:

Contractor agrees to provide (1) 200 Ton Temporary Chiller Rental at the Rockingham County Superior Courthouse as fully described in Appendix A, **Proposal dated April 2, 2018.**

Initials: RLK  
Date: 4-13-18

EXHIBIT B  
CONTRACT PRICE/INVOICING/PAYMENT TERMS

1. **Contract Price.** The contractor shall receive payment in the amount of not to exceed \$151,031.00 (herein after referred to as the contract price) in return for the services described in Exhibit A.
  
2. **Invoice.** Upon completion of the service, the Contractor shall submit an invoice to:  
  
State of New Hampshire  
Bureau of Court Facilities  
Attn: Sarah Lineberry  
25 Capitol Street, Room 115  
Concord, NH 03301
  
3. **Payment Terms.** Payment shall be due within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

Initials: RLK  
Date: 4-13-18



**EXHIBIT C  
SPECIAL PROVISIONS**

1. There are no other special provisions for this contract.

Initials: RLK  
Date: 4-13-19

## APPENDICES

See attached Appendix A, Proposal dated April 2, 2018, for Temporary Chiller Rental at the Rockingham County Courthouse.

Initials: RLK  
Date: 4-13-18



## Granite State Plumbing & Heating, LLC

17 Oil Mill Road  
Weare, New Hampshire 03281  
Tel: 603.529.3322  
Fax: 603.529.3323

**COMFORT  
SYSTEMS USA.**

April 2, 2018

Ms. Sarah Lineberry  
State of New Hampshire  
25 Capitol Street, Room 115  
Concord, NH 03301

Re: Temporary Chiller Rental

Dear Ms. Lineberry

Hi Sarah,

We are pleased to submit the following proposal for (1) 200 Ton temporary chiller rental at Rockingham Courthouse as follows:

### Set up and 1<sup>st</sup> Month Rental Period:

- Based on TRANE air-cooled CSCA0200F0. See attachment for performance data
- 1<sup>st</sup> Month rental cost
- Freight to-from job site
- Rigging and craning for set up
- Rigging and craning for removal
- Dunnage as required for leveling
- Factory start-up service
- Temporary power cord
- (2) Hoses and/or outdoor piping connections to building wall
- Removal of exterior piping and power connections

Our proposal for the above is \$32,111.00 Terms: Net 30 Days

### Clarifications and Exclusions:

- Cost above based on rental period ending October 31, 2018, month rental and availability at time of order
- Proposal assumes temporary through-wall connection points will be installed under separate contract
- Proposal assumes unit will be placed on ground adjacent exterior wall under boiler stacks, or otherwise situated within 40 feet of above referenced connection points.
- Trailer will not remain on-site
- Rental period begins when chiller leaves TRANE Facility. Rental ends when unit is returned to TRANE Facility
- Proposal assumes existing building pumps to be adequate for the flow required. No rental pumps are included
- Piping and/or hose will not be insulated
- Customer responsibility includes following all maintenance procedures as outlined in TRANE Installation and Operation Manuals, e.g. freeze protection for the duration of the rental period. Manual will be provided at time of delivery
- Site restoration costs, e.g. pavement or landscaping are not included

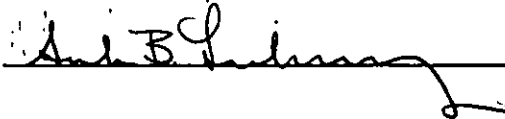
Subsequent Monthly Rental:

\$19,820.00 per month. Terms: Net 30 Days

Combined Value:

1 <sup>st</sup> Month	\$32,111.00
6 Months @ \$19,820.00	<u>\$118,920.00</u>
<u>Total Value of this Proposal Not to Exceed :</u>	\$151,031.00

Thank you for this opportunity to be of service. We appreciate your business and your trust in GSPH, LLC.

Proposal Accepted By  Date 4/9/18

Sincerely,

Bob Knowlton  
Special Projects Manager  
Granite State Plumbing & Heating, LLC  
17 Oil Mill Road  
Weare, NH 03281  
Tel. (603) 529-3322  
Fax (603) 529-3323  
Cell (603) 234-4257



# State of New Hampshire

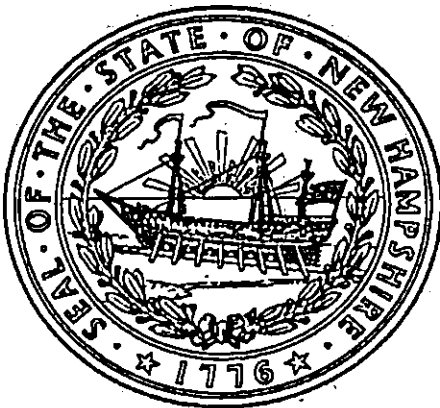
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE PLUMBING & HEATING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 31, 2001. 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: 382434

Certificate Number : 0004090970



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



**Granite State Plumbing & Heating, LLC**

17 Oil Mill Road  
Weare, New Hampshire 03281  
Main Office: 603.529.3322  
Service Phone: 603.529.3331  
Service Fax: 603.529.4888



Certificate of Authority

Be it known on the 13th day of April 2018, Aaron Snay, Officer of Granite State Plumbing & Heating, LLC granted authority to Robert Knowlton to sign all contracts on behalf of the company with the State of New Hampshire in regards to the temporary chiller placement at Rockingham County Courthouse in Brentwood, NH.

Aaron Snay                      Officer                      4-13-18  
Aaron Snay                      Title                      Date

County: Hillsborough                      State: New Hampshire

Notary Public/ Justice of the Peace

On the 13 th day of April, there appeared before me the state and county foresaid a person who satisfactorily identified himself/herself as:

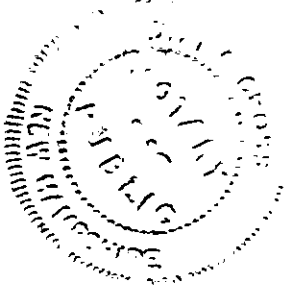
Aaron Snay and acknowledged that he/she executed this document above.

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

Diana Cross  
Notary Public / Justice of the Peace



My Commission expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2017

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> USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	<b>CONTACT NAME:</b> PHONE (A/C. No, Ext): 713-490-4600 FAX (A/C. No): E-MAIL ADDRESS: comfot.systems@usi.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> COMFOSYS Granite State P & H LLC 17 Oil Mill Road Weare, NH 03281	<b>INSURER A:</b> Zurich American Insurance Company NAIC # 16535
	<b>INSURER B:</b> Catlin Specialty Insurance Company 15989
	<b>INSURER C:</b> Travelers Property Cas. Co. of Amer 25674
	<b>INSURER D:</b>
	<b>INSURER E:</b>
<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1171542399                      **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	WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTC2JCO4E995410TIL17	11/1/2017	11/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/POP AGG \$4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	VTC2JCAP4E995422TIL17	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	VTSMJCUP4E995434TIL17	11/1/2017	11/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	VTC2OUB4E99539117 VTRJUB4E99540917	11/1/2017 11/1/2017	11/1/2018 11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A B	Builders Risk Installation Proff/Pollution			CPP017374604 CPP017374604 CE07446420	7/1/2017 7/1/2017 7/1/2017	11/1/2018 11/1/2018 11/1/2018	5,000,000 7,500,000 10,000,000 Per Claim/Agg

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation and Professional policies) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract. No policy will permit cancellation or modification without thirty (30) days prior written notice to the Certificate Holder.

See Attached...

<b>CERTIFICATE HOLDER</b> NH Department of Administrative Services Contract Office Room 130 7 Hazen Drive Concord, NH 03302-0483	<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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY USI Southwest		NAMED INSURED Granite State P & H LLC 17 Oil Mill Road Weare, NH 03281	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NH Department of Administrative Services is included as Additional Insured (except as respects coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract.