



GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 16, 2021

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Eckhardt & Johnson, Inc., Manchester, NH in the amount not to exceed \$240,000 for statewide Heating, Ventilation and Air Conditioning preventative maintenance, repairs and replacement services from the date of Governor and Council approval, or July 1, 2021, whichever is later, through June 30, 2024. 100% Federal funds.

Federal funds are anticipated to be available in the following account(s) for State Fiscal Years 2022, 2023 and 2024, contingent upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>
10-02700-80400000-048-500226	Building & Grounds Maintenance	\$80,000	\$80,000	\$80,000

EXPLANATION

NHES is requesting approval of the attached agreement for statewide HVAC preventative maintenance, repairs and replacement services. The contract total of \$240,000.00 is for the period from July 1, 2021 through June 30, 2024.

Competitive proposals were sought for NHES statewide HVAC preventative maintenance, repair and replacement services. Request for Proposal (RFP) NHES 2021-05 was publicly issued on May 6, 2021 to obtain qualified vendors. The RFP was posted to both the NH Procurement and Support Services and NHES websites.

Three (3) proposals were received by the due date of May 25, 2021. The proposer with the highest score was selected. A copy of the detailed proposal scoring sheet is attached.

Respectfully submitted, ,

George N. Copadis
 Commissioner



New Hampshire Department of Employment Security

**Scoring Sheet
RFP # NHES 2021-05**

Statewide HVAC Maintenance, Repair & Replacement Services

Issue Date: May 6, 2021

Due Date: May 25, 2021

	MAXIMUM POINTS	AAA Energy Service	Eckhardt & Johnson	Controlled Systems HVAC Inc.
TECHNICAL PROPOSAL	65			
With the following potential maximum scores for each Technical Proposal category:				
1) Relevant Experience and Overall Qualifications to include years in HVAC business/industry.	20	19	19	8
2) Demonstrate ability to maintain and service a variety of HVAC equipment within a reasonable timeframe.	25	25	23	13
3) References from clients for whom similar services have been performed.	20	20	17	10
PRICE PROPOSAL	35	25.0	30.9	19.9
TOTAL	100	89.0	89.9	50.9

EVALUATION TEAM:

Erik Bal, Counsel

Jesse Propri, Plant Maintenance Engineer IV

Jill Revels, Business Administrator

RFP was posted to two state websites

3 Proposal(s) Submitted

3 Responding Vendor(s)

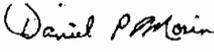
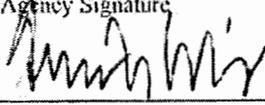
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Eckhardt & Johnson, Inc.		1.4 Contractor Address 6 Eastpoint Drive, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-622-7493	1.6 Account Number 10-027-80400000-048-500226	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$240,000.00
1.9 Contracting Officer for State Agency Jill Revels		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: 06.10.2021		1.12 Name and Title of Contractor Signatory Daniel P. Morin, Vice President	
1.13 State Agency Signature  Date: 6/11/21		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
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: /s/ Stacie M. Moeser On: June 15, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement 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, formulac, 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

EXHIBIT A

1 ADDITIONAL PROVISIONS

1.1 Term And Extension

This Agreement will begin July 1, 2021 or upon Governor and Council approval, whichever is later, and remain in effect until June 30, 2024, unless terminated sooner as provided for in the applicable contract provisions.

1.2 Contract Documents

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

1.3 Termination For Convenience

If Contractor fails to perform services as required, this Agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this Agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

1.4 Confidentiality And Criminal Record

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process. If there is any individual working for the Contractor who will be visiting an NHES facility who has not completed such screening process, the Contractor agrees that a Criminal Record Authorization Form will be provided prior to the start of any on site work by such employee. There is a fee for each background check required, which must be paid by the Contractor.

1.5 Damage

Contractor agrees that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

1.6 Insurance

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain Workers' Compensation and employer's liability insurance for all Contractor employees engaged in the performance of the Agreement and provided updated certificates for such coverage.

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1.7 Sub-Contracting

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or performance required by this Agreement without the prior written consent of NH Employment Security.

1.8 Certification Regarding Debarment, Suspension And Other Responsibility Matters In Primary Covered Transactions

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

1.9 Vendor Application/Alternate W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

1.10 Americans With Disabilities Act

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

1.11 Non-Discrimination

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of Federal, State, County or Municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

1.12 David-Bacon Act (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignation, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

1.13 Payment Bond/Miller Act (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

1.14 Contract Work Hours and Safety Standards Act (if applicable)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

1.15 Rights to Inventions Made Under a Contract or Agreement (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.16 Clean Air Act and the Federal Water Pollution Control Act (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.17 Byrd Anti-Lobbying Amendment (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

1.18 Never Contract with the Enemy

Pursuant to 2 CFR 183.300, none of the funds received under this contract shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1.19 Prohibition on certain telecommunications and video surveillance services and equipment

Pursuant to 2 CFR 200.216, none of the funds received under this contract or any extension shall be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

EXHIBIT B

2 SCOPE OF SERVICES

2.1 Overview

NHES provides unemployment compensation and reemployment services to the public at facilities located throughout New Hampshire. All are secure facilities and have various HVAC systems. A current list of NHES facility sites covered in this RFP is located in Attachment A hereto. NHES facilities have a variety of HVAC systems that require regular preventative maintenance, repairs and/or replacement services.

2.2 Deliverables

The scope of services to be provided by Eckhardt & Johnson, Inc. (the "Contractor") under this Agreement will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to deliver preventative maintenance and repair/replacement services for NHES HVAC systems at facilities across the state. Contractor must also be able to install replacement units/parts as needed. HVAC systems shall include all humidifiers, direct exhaust units and any applicable unit that may be in or at current NHES locations, or at locations that may come under the control of NHES.

The Contractor's Technical and Cost Proposal submitted in response to RFP # NHES 2021-05 for Statewide HVAC Maintenance, Repair and Replacement Services is hereby incorporated by reference into this Agreement.

2.3 Frequency of Examinations

Contractor will perform preventative maintenance and inspect units each October, June and April in accordance with specifications below, with repairs being completed as needed. Humidifiers will be inspected each October and April, with repairs being completed as needed. Filters will be cleaned/replaced each October, June, April and January in accordance with specifications below.

2.4 Specifications

The following specifications are minimum requirements. Contractor must meet or exceed minimum requirements and demonstrate, to the satisfaction of NHES, that items quoted meet or exceed minimum required standards for HVAC systems. Items that do not meet minimum standards will not be accepted.

This Agreement will include any and all buildings that are or may come under the control of NHES. Similarly, any and all buildings that are no longer NHES property will no longer be serviced.

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

Please refer to Inspection Checklist, Attachment B, as a guideline.

Contractor will furnish all labor and materials required to service and/or make repairs to maintain equipment in excellent operating condition. The minimum service will include:

1. Clean coils, condensers, strainers and traps;
2. Change oil, check and repair leaks;
3. Check for and repair leaks of refrigerant, add refrigerant as required;
4. Tighten, adjust and clean internal unit controls and safety devices (many sites have stand-alone thermostats);
5. Provide seasonal change-over, as required;
6. Clean drip pans and condensation lines as far as sanitary drains;
7. Maintain proper belt tension and alignment. Provide a spare belt of each size on site and replace worn belts as required;
8. Replace damaged, worn or inoperative components as required;
9. Maintain electrical wiring from disconnect switch to unit;
10. Adjust valves, controls, dampers and calibrate controls;
11. Clean, adjust and maintain humidifier apparatus;
12. Maintain thermostat calibration as required;
13. Provide technical assistance over-the-telephone; and
14. Change filters four (4) times per year and/or when needed, which may be dependent upon season and location (see Attachments A and B). Units must be shut down during filter change.
 - a. Filters will be pleated DP-60, high efficiency filters with the exception of one inch (1") filters, which will be DP-40 pleated, medium efficiency filter or washable filter. Replace interior washable, pleated filters with MERV 11 filters (minimum standard capacity).

2.5 Locations and Equipment

This Agreement will cover complete HVAC systems including all controls of the following units and locations currently owned by NHES as well as any equipment/locations that may come under the control of NHES:

151 Pleasant Street, Berlin, NH 03570

[4] Greenheck Ventilator Fan Units

[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF107

[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF106

[1] Pure steam "PS-6.5" humidifier

Contractor Initials DPM

Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

404 Washington Street, Claremont, NH 03743

- [1] 12.5 ton Carrier 208/3/60 Heating Gas Model #48TCFD14A3A5-0A0A0
- [3] Replace interior washable, pleated filters with MERV 11 (minimum standard capacity)
- [1] 4 ton Carrier Model #48TCEA05A2A5-0A0A0
- [1] Vapormist converted to DI Model #VM99-12-DI Serial #1071943-01-01

45 South Fruit Street, Concord, NH 03301

Trane Blower Coils:

- [1] Blower Coil Adm Warehouse Trane BCHC054A 1700 CFM
- [1] Blower Coil Mailroom 010 Trane BCHC054A 850 CFM
- [1] Blower Coil Reproduction Rm 020 Trane BCHC036A 1800 CFM
- [1] Blower Coil UPS 035 Trane BCHC036A 1000 CFM
- [1] Blower Coil Conference Rm 033 East 2100 CFM
- [1] Blower Coil Conference Rm 033 West 2000 CFM
- [1] Blower Coil Kit Prep 123 Seating 123B Trane BCHC090F 2900

Trane Fan Coils:

- [1] FCBB0201J**B0H10AE3M00- -D2JJEJ10002000000000
- [1] FCJB0601J**B0H10AE3M00- -D2LLEJ10002000000000
- [1] FCCB0601K**F0A00BE3M00- -D2LLEJ10002000000000
- [1] FCHB0201K**C0J10BE3M00- -D2JJEJ10002000A00000
- [1] FCCB1001J**F0A00BF3M00- -D2NJEJ10002000000000
- [1] FCCB1001J**F0A00BF3M00- -D1NJEJ10002000000000
- [1] FCCB0801J**F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB1001J**F0A00BE3M00- -D1NNEJ10002000000000
- [1] FCCB0601J**F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB0401K**F0A00BF3M00- -D1LJEJ10002000000000
- [1] FCCB0601K**F0A00BE3M00- -D1LLEJ10002000000000
- [1] FCCB0401K**F0A00BF3M00- -D1LJEJ10002000000000

Humidifiers:

- [1] Nortec Model NHTC +020 Serial #213328
- [1] Nortec Model NHTC +010 Serial #2133217

Boilers:

- [2] Bosch Model #SB625WS-480 Serial #3520-211-000016-7738003044 and Serial #3520-211-000017-7738003044
- [2] Riel RS50 Burners

Building Automated System

Tracer ES (currently maintained by Trane US Inc)

518 White Mountain Highway, Conway, NH 03818

- [1] Vaporsteam Model #VLC/VLDI
- [1] Carrier Model #48TJE005-501QE Input 115,000 BTU Output 92,000 BTU
- [1] Carrier Model #48TJE014-521QE Input 250,000 BTU Output 200,000 BTU

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

426 Union Avenue, Laconia, NH 03246

- [2] York twinned gas fired furnaces 260,000 BTU
- [2] York 15 ton condenser matching DX coils
- [4] Furnaces -York Model #PHUE3N13006
- [2] Condensers -York Model #HB180C00A2
- [4] DX Coils -York GFD090535
- [2] Humidifiers SK320M Serial #03179940 and #034210757
- [1] Mitsubishi Split System Model #PK18FK3 Serial #28G000659D

Building Automated System

Metasys 30

298 Hanover Street, Manchester, NH 03104

Heating:

- [1] Teledyne Laars Mini Therm II gas fired boiler 63,000 BTU/HR Model #JVT075NDIS Serial #CO1JCO290
- [1] Taco Circulator Pump Model #008-F4

Air Conditioning:

- [1] RTU Rheem 7 ton Model #RKKK-A085CL13E gas fired heater 109,000 BTU/HR 230/208 v3ph
- [1] RTU Rheem 6 ton Model #RKKK-A073CL13E gas fired heater 109,000 BTU/HR 230/208 v3ph
- [1] RTU Carrier Heat Pump 230/208 Model #38QN030300
- [1] Carrier Condenser Split Unit 230/208 Model #40AQ030300BU Serial #2485A32375

Outside Split Units:

- [2] Sanyo split condensers Model #CH1812
- [1] Air Handler Model #KMS0912
- [1] Weather Kind condenser Model #0AJ4801
- [1] Air Handler -First Co. Model #48MAX4HW [Heating Side] Model #USM348AP [Cooling Side]
- [1] Sanyo split condenser Model #CH2432
- [1] Air Handler with heat coil Model #THS2432

Humidification:

- [2] PNE Model #SK314M 230/208 v3ph

6 Townsend West, Nashua, NH 03263

- [1] Liebert Split System Model #DS028AMCOE1353A Serial #CO708E0083
- [2] Bryant Model #580FEV090180 Serial #1902G50627 and #3602G50621 - RTU #1 and #2
- [1] Bryant Model #580FEV060115 Serial #3502G102-12 - RTU #3
- [1] Bryant Model #582ANW018040 Serial #1702G209700N -RTU #4
- [2] Bryant Model #582ANW024060 Serial #2902G20971 and #3002G40957 - RTU #5 and #6
- [2] Bryant Model #580FEV036074GA Serial #4107G40434 and #4102G433 - RTU #7 and #8
- [2] Steam Humidifier NEP Model #SK320M-208-3 Serial #02439040 and #02449094
- [1] Includes HRM Humidistat Room Modulation - HC204 Humidistat Siebe
- [1] RH1405D0 Pressure Differential
- [1] 1-3/8 Hose

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

[1] 30E 30" 35MM Manifold
[1] Steam Humidifier SK306M Serial #051913510
Building Automated System
Back Talk View Port

2000 Lafayette Road, Portsmouth, NH 03801

[1] 4 ton Gas Electric ACU Model #YCH048-090C
[1] Trane 5 ton Gas/Electric Air Conditioning Unit Model #UCH048-090C
[1] 10 ton Gas/Electric Air Conditioning Unit
[1] Gas/Electric Air Conditioning Unit Model #YSC1203RLA39D Serial #831101723L
[1] Gas/Electric Air Conditioning Unit Model #YCD090C3LOAA Serial #G27142383D
[1] Sanyo Split System CL0951 Serial #0019522
[1] PS Series Electric Humidifier

29 South Broadway, Salem, NH 03079

[4] Greenheck Ventilator Fan Units
[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF107
[1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF106
[1] Pure steam "PS-6.5" Humidifier

6 Marsh Brook Drive, Somersworth, NH 03878

[1] Carrier 15 ton Model #48TCFD16DCA5-0A0A0
[1] Replace 20x20x2 interior washable pleated filters with MERV 11 (minimum standard capacity)
[1] Carrier 5 ton Model #48TJE007-512FF Serial #4999G21270
[1] Belt-A39
[1] Replace 16x25x2 interior washable pleated filters with MERV 11 (minimum standard capacity)
[1] EFI (On the roof)
[1] Penn Ventilation Co Model #DX11VSP Serial #P-04
[2] Humidifier Model #NMHC10 Serial #602501202002 and Model #NHMC20 Serial #602501303001

2.6 Response Time

Contractor must respond to emergency service requests within two (2) hours.

2.7 Report

Upon completion of each preventative maintenance inspection, the Contractor will provide NHES a written report or findings, according to the checklist in Attachment B.

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

2.8 Work Area

Contractor will leave work areas clean. Whenever working on roof-top units, Contractor must stay on roof pads as damage can result from not adhering to this requirement.

2.9 NHES Responsibility

NHES will provide reasonable access to electricity and water. NHES will include a service/inspection checklist, Attachment B contained herein, and which is to be completed by the Contractor and returned to NHES after each service/inspection.

2.10 Sub-Contracting

- Contractor will not sub-contract any HVAC task unless prior approval is received from NHES.
- Work required by a utility company may be done, at Contractor's expense, as required. Utility companies are not sub-contractors.
- Some jobs may require repair work to walls, floors or ceilings as a result of required access for wiring. Contractor may sub-contract this repair work if sub-contractor is approved, in advance, by NHES.
- Sub-contractor rates for control portion of HVAC systems will be normal rates charged on government jobs and may exceed rates established in this Agreement. The sub-contractor hourly rate may not exceed \$150 per hour during normal business hours, and may allow for overtime rates as applicable, which may include off-business hours, weekends, Sunday and holidays.
- Contractor shall utilize only those sub-contractors listed in submitted proposal, unless NHES agrees otherwise.

2.11 Safety Issues and Compliance Requirements

- Safety and protection of NHES personnel and property is of the utmost concern. Contractor will, whenever necessary or required, furnish safety equipment and devices and take all precautions necessary to protect health, safety and property. All work will interfere as little as possible with NHES business functions.
- Work will be performed in compliance with all applicable State and Federal safety laws, rules, regulations and standards, including but not limited to OSHA and US Department of Labor requirements.
- Damage to NHES property will be the responsibility of the Contractor. Contractor will repair any damage it causes to NHES property promptly at no expense to NHES.

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

- Any rubbish or debris, including spent batteries or other equipment, will be promptly removed by the Contractor from the premises following replacement. All materials will be disposed of off-site in accordance with applicable laws, rules, regulations and ordinances.
- Routine work under this Agreement will be performed in a timely and professional manner during normal working hours unless otherwise agreed in advance.

2.12 Scheduling and Mileage

- NHES reserves the right to schedule HVAC work to be completed by its own qualified employees if possible.
- NHES reserves the right in an emergency, at its sole discretion, to schedule with other HVAC companies due to HVAC Contractor's lack of reasonable availability.
- Mileage rate for one vehicle traveling to job site will be paid at the current state mileage rate. Travel miles will be calculated for one vehicle per job site or any number of continuous sites per day. Travel time will be computed per scheduled worker based on starting from home base or Concord, or previous NHES site, whichever is closest to job site, and returning to home base. Travel time/mileage will be detailed on invoice.

2.13 HVAC Systems

Contractor may be required to perform related duties such as duct work, replacing or moving roof top units, or other installation and remodeling/repair work as needed.

Contractor Initials DPM
Date 06.10.2021

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF EMPLOYMENT SECURITY
 CONTRACT 2021-05
 STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

EXHIBIT C

3 PRICE TERMS

3.1 Pricing In Accordance With Proposal

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning July 1, 2021 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2024. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

HOURLY REPAIR RATE		OTHER COSTS		
Monday – Friday, 8AM-5PM	\$	75.00	Materials @ cost or plus	15 %
Monday – Friday, 5PM-8AM	\$	112.50	Cost of pumping down refrigerant and recharging	\$ 37.80 Per lb
Holiday Rate	\$	150.00		
Travel Rate	\$	65.00		

Please list any additional costs that may be charged below:

Markup of 15% on sub-contractor work.

Total Contract Cost Not to Exceed: \$240,000.00

	Year 1	Year 2	Year 3	Total
Estimated Breakdown by Year	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 240,000.00

3.2 Invoices

The Contractor will invoice NHES following completion and acceptance of each job.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoice must include the following:

Contractor Initials DPM
 Date 06.10.2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

- Date work was performed;
- Address of job site;
- Brief description of work performed;
- Itemized listing of materials and cost;
- Hours worked; and
- Hourly rate charged. If different rates are charged for different employment classifications, Contractor must distinguish classifications on invoice.

Invoices should be addressed to: New Hampshire Employment Security
 ATTN: Fiscal Management Section
 45 South Fruit Street
 Concord, NH 03301

Invoices should be e-mailed to: accountspayable@nhes.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT 2021-05
STATEWIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**

Stevens Amendment: This contract is supported by the Employment and Training Administration (ETA) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$25M, the Bureau of Labor Statistics (BLS) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$1M, the Veterans Division (VETS) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$1M with approximately 45% financed with nongovernmental sources.

Contractor Initials DPM
Date 06.10.2021

**HVAC MAINTENANCE
FACILITIES LIST
ATTACHMENT A**

NEW HAMPSHIRE EMPLOYMENT SECURITY

For scheduling please contact Jesse Propri: (0) 603-228-4127; (C) 603-419-9757; Jesse.B.Propri@nhes.nh.gov

NHES OFFICE	SQ FEET	CONTACT PERSON	TELEPHONE
151 Pleasant Street Berlin, NH 03570-0159	5,312	Diane Merthiaume, Manager	(603) 752-5500
17 Water Street Claremont, NH 03743-2261	5,300	KB Miller, Manager	(603) 543-3111
45 South Fruit Street Concord, NH 03301-4857	75,000	Jesse Propri, Maintenance Manager	(603) 419-9757
518 White Mountain Highway Conway, NH 03818	5,307	Tania Drummond, Manager	(603) 447-5924
426 Union Avenue, Suite 3 Laconia, NH 03246-2894	9,560	Jorge Archundia, Manager	(603) 524-3960
298 Hanover Street Manchester, NH 03104	10,000	Jesse Propri, Maintenance Manager	(603) 656-6602
6 Townsend West Nashua, NH 03060-3285	12,000	Michael Theriault, Manager	(603) 882-5177
2000 Lafayette Road Portsmouth, NH 03801-5673	7,500	Catherine Gordon, Manager	(603) 436-3702
29 South Broadway Salem, NH 03079-3026	5,504	Michael Theriault, Manager	(603) 893-9185
6 Marsh Brook Drive Somersworth, NH 03878-3878	10,000	Catherine Gordon, Manager	(603) 742-3600

Contractor Initials DPM
Date 06.10.2021

ATTACHMENT B

Inspection Checklist (includes HVAC and humidifiers)

YES **NO** Date: _____ NHES Location: _____

FAN SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Verify Rotation |
| <input type="checkbox"/> | <input type="checkbox"/> | Are impellers free of debris? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt condition |
| <input type="checkbox"/> | <input type="checkbox"/> | Check belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Are bearings freed? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is fan safety switch free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is motor mount tight? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are cooling fins clean? |
| <input type="checkbox"/> | <input type="checkbox"/> | Check bathroom exhaust fan |

COMPRESSOR SECTION

- | | | |
|--------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil level |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for signs of oil leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Is vibration isolation free? |
| <input type="checkbox"/> | <input type="checkbox"/> | Test high-low switch settings |
| <input type="checkbox"/> | <input type="checkbox"/> | Is electric wiring intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are refrigerant lines free? |

ELECTRICAL PANEL

- | | | |
|--------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check all fuses |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for loose connections |
| <input type="checkbox"/> | <input type="checkbox"/> | Check amperage – all components |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify start/stop – relay control |

AIR INLET ADJUSTMENTS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Check enthalpy control setting or outdoor air damper |
|--------------------------|--------------------------|--|

REMOTE CONDENSING UNIT/GROUND LEVEL

- | | | |
|--------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Check condenser fan adjustment |
| <input type="checkbox"/> | <input type="checkbox"/> | Check refrigerant charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Lubricate condenser fan motor |
| <input type="checkbox"/> | <input type="checkbox"/> | Check oil charge |

FILTERS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Wipe entire section clean |
| <input type="checkbox"/> | <input type="checkbox"/> | Change filters, supplied by Contractor |
| <input type="checkbox"/> | <input type="checkbox"/> | Are filters in place? |

PANELS

- | | | |
|--------------------------|--------------------------|-----------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Is insulation intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are fasteners okay? |

REFRIGERATION CYCLE

- | | | |
|--------------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Is insulation intact? |
| <input type="checkbox"/> | <input type="checkbox"/> | Superheat |
| <input type="checkbox"/> | <input type="checkbox"/> | Refrigeration charge |
| <input type="checkbox"/> | <input type="checkbox"/> | Any signs of oil leaks? |
| <input type="checkbox"/> | <input type="checkbox"/> | Leak test |

ATTACHMENT B

Inspection Checklist (includes HVAC and humidifiers)

YES **NO** Date: _____ NHES Location: _____

- | | | |
|--------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Any piping rubbing? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there excessive piping vibration? |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean coil |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean drip pan |

Suction pressure _____ LB
 Heat pressure _____ LB
 Entering air _____ F
 Leaving air _____ F

HEATING

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect for deterioration or blockage in main and pilot burners |
| <input type="checkbox"/> | <input type="checkbox"/> | Observe main and pilot burner flames through view port and adjust if needed |
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect flue collector box and heat exchanger cells, and clean if needed |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean combustion air blower and lower wheel |
| <input type="checkbox"/> | <input type="checkbox"/> | Check gas valve regulator adjustment |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify ignition of main burners and fan switch operation |

HUMIDIFIER UNITS

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Check operation of automatic drain valve |
| <input type="checkbox"/> | <input type="checkbox"/> | Check steam injection tubes, and clean as needed |
| <input type="checkbox"/> | <input type="checkbox"/> | Check sail switch for proper operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Check duct high limit humidistat for proper operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Check to ensure drain lines are 100% clear |
| <input type="checkbox"/> | <input type="checkbox"/> | Check for leaks in supply and drain lines |
| <input type="checkbox"/> | <input type="checkbox"/> | Clean drain pan and treat |

SPECIFIC UNIT SERVED: _____
Model and Serial Number

LOCATION OF UNIT SERVED: _____

PERFORMED BY: _____
Inspecting technician please print and sign above Date

ACCEPTED BY: _____
NHES representative please sign above Date

RECOMMENDATIONS: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ECKHARDT & JOHNSON, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 01, 1952. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 11047

Certificate Number: 0005379268



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

Eckhardt & Johnson

MECHANICAL CONTRACTORS

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



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

The undersigned, being the sole Director of Eckhardt & Johnson, LLC., a corporation duly incorporated in the State of New Hampshire (the "Corporation"), does hereby waive all notice of the time, place and purposes of a meeting of the sole Director of the Corporation and consents, pursuant to Sections 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at duly convened meetings of the sole Director of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the meetings of the sole Director of the Corporation:

I. Authorized Signatories

RESOLVED: That it is in the best interests of the Corporation to authorize the following individuals on an ongoing basis to execute and deliver on behalf of the Corporation various agreements, proposals and other documents arising in the ordinary course of business:

Daniel C. Clair
Daniel P. Morin
Bradley J. Gaudreau

II. Miscellaneous

RESOLVED: To ratify, confirm, approve and adopt all past actions of the Officers, sole Director or any of the individuals set forth above for and on behalf of the Corporation with respect to the foregoing Resolution, and to fully authorize and ratify the same as fully as if this authorization had been voted prior to the taking of any such actions.

RESOLVED: That the Officers and Sole Director of the Corporation are hereby authorized and directed to take any and all actions as they may deem necessary or appropriate to implement the foregoing Consent Resolutions.

Daniel C. Clair
Daniel C. Clair, Sole Director

06.09.2021
Date

State of New Hampshire

County of Merrimack

On June 9, 2021, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

In witness whereof, I set my hand and official seal.

Hannet M. Bingle
Notary Public/Justice of the Peace



Commission Expires: 03.03.2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2021

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

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

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

COVERAGES CERTIFICATE NUMBER: 2021-2022 All Lines REVISION NUMBER:

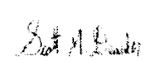
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	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 <input type="checkbox"/> OTHER			CPA508388919	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOPAGS \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA508389018	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA508389118	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA508389218	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388919	4/1/2021	4/1/2022	Deductible \$500 \$325,000 Deductible \$500 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured throught the policy period. Certificate holder and all others required by written contract are additional insureds on a primary non-contributory basis with respect to all above liability polices (except WC). Additional insured staus includes on-going & completed operations. Waiver of Subrogation applies (except on WC) when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

NH Employment Security 45 South Fruit Street Concord, NH 03301	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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