



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

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Commissioner  
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July 8, 2021

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Glover Plumbing & Heating Service LLC, Barrington, NH, vendor # 169898, for a total of \$21,225.00 to provide steam piping insulation services at the State House Annex in Concord. The term of the contract shall begin on August 4, 2021, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2021. 66% General Funds and 34% Transfers from other Agencies.

Funding is available in account titled Department of Administrative Services as follows:

01-14-14-14150000-29500000	General Services Maint & Grnds	<b><u>SFY 22</u></b>
048-500226	Contract Repairs; Bldg Grounds	<b><u>\$ 21,225.00</u></b>
<b>Grand Total</b>		<b><u>\$ 21,225.00</u></b>

### EXPLANATION

The Department of Administrative Services removed some asbestos containing insulation as part of a renovation project in the lower lever of the State House Annex. This contract is required to insulate the steam pipes with fiberglass insulation before the next heating season.

A request for bids was placed on the State of New Hampshire, Bureau of Purchase and Property web site. In addition, an email was sent to fourteen vendors that are registered with the Bureau of Purchase and Property. Two bids were received. Glover Plumbing & Heating Service LLC, \$21,225 and Amherst Insulation & Firestop Service, Inc., \$21,580.

Respectfully submitted,

Charles M. Arlinghaus,  
Commissioner

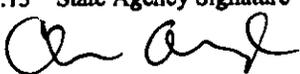
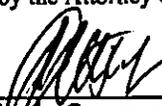
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

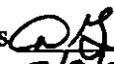
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Administrative Services		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 120 Concord, NH 03301	
<b>1.3 Contractor Name</b> Glover Plumbing & Heating Service LLC		<b>1.4 Contractor Address</b> 2035 Franklin Pierce Hwy Barrington, NH 03825	
<b>1.5 Contractor Phone Number</b> (603)664 -9733	<b>1.6 Account Number</b> 01-14-14-141510-29500000-048-500226	<b>1.7 Completion Date</b> September 30, 2021	<b>1.8 Price Limitation</b> \$21,225.00
<b>1.9 Contracting Officer for State Agency</b> Michael Connor		<b>1.10 State Agency Telephone Number</b> (603) 271-6899	
<b>1.11 Contractor Signature</b>  Date: 7/08/21		<b>1.12 Name and Title of Contractor Signatory</b> David Glover - Manager	
<b>1.13 State Agency Signature</b>  Date: 7/14/21		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 7/15/21			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 7/8/21

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties; and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A**

**Special Provisions**

1. No Special Provisions.

## EXHIBIT "B"

### SCOPE OF SERVICES

1. The Contractor shall provide "Steam Piping Insulation Services" at 25 Capitol Street, Concord, New Hampshire. The term "Steam Piping Insulation Services" shall include providing all supervision, labor, materials, transportation, tools and equipment necessary to satisfactorily complete the Steam Piping Insulation Services as described herein.
2. The term of this contract shall begin on August 4, 2021 or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2021 a period of approximately two (2) months. The contract may be extended at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.
3. The steam and water piping to be insulated is highlighted in the plan attached as Appendix-1. The Contractor is responsible to take measurements and furnish and install the required insulation as specified below.
4. The working hours shall be from 7:00 AM to 4:00 PM Monday through Friday. Alternative work times are acceptable with prior approval of the Contracting Officer.
5. The Contractor shall notify the Contracting Officer of any maintenance related issues that are discovered while performing the work.
6. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
7. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Contracting Officer notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.
8. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
9. The Contractor shall ensure that all materials are of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new.
10. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work.

11. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State.
12. The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.
13. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees or sub contractors shall familiarize themselves and comply with all rules and regulations applicable to each project.
14. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
15. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
16. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
17. All personnel shall observe all regulations or special restrictions in effect at the State House Annex. All employees must comply with COVID related policies in place for the duration of the contract.
18. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.
19. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.
20. The Contract consists of the following documents:
  - a. Form P-37 standard terms and conditions
  - b. Exhibit B Scope of Work
  - c. Exhibit C Payment Terms
  - d. Exhibit A Special Provisions
  - e. RFB DAS 2021-01 and Addendum #1
  - f. Contractor's Response to RFB DAS 2021-01

21. In the event of conflict or ambiguity among any of the text of this Agreement, the following Order of Precedence shall govern:

- a) Form P-37, General Terms and Conditions and Exhibit A
- b) Exhibits C and B;
- c) RFB DAS 2021-01 with addendum # 1 which is incorporated herein by reference, then
- d) Contractor's bid response to RFB DAS 2021-01, which is incorporated by reference herein.

22. Listed below are the specifications for the piping insulation:

**SECTION 23 0719  
PIPING INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. HVAC and plumbing piping insulation.
- B. Jackets and accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus; 2013.
- C. ASTM C534 – Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2016.
- D. ASTM C585 – Standard Practice for Inner and Outer Diameters of Thermal Insulation for Nominal Sizes of Pipe and Tubing; 2010 (Reapproved 2016).
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- E. ASTM E84, UL 723 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2016.

**1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of experience.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

**1.06 FIELD CONDITIONS**

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

**PART 2 PRODUCTS**

**2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION**

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, UL 723.
- B. Fittings shall be insulated with die-cut and formed insulation.

## 2.02 GLASS FIBER

- A. Manufacturers:
  - 1. Knauf Insulation: [www.knaufusa.com](http://www.knaufusa.com).
  - 2. Johns Manville Corporation: [www.jm.com](http://www.jm.com).
  - 3. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com).
  - 4. CertainTeed Corporation; [www.certainteed.com](http://www.certainteed.com).
- B. Insulation: ASTM C547; rigid molded, noncombustible.
  - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
  - 2. Maximum service temperature: 850 degrees F.
  - 3. Maximum moisture absorption: 0.2 percent by volume.
  - 4. Comply with State of New Hampshire energy code requirements.
- C. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
  - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
  - 2. Maximum service temperature: 650 degrees F.
  - 3. Maximum moisture absorption: 0.2 percent by volume.
  - 4. Comply with State of New Hampshire energy code requirements.
- D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- F. Vapor Barrier Lap Adhesive:
  - 1. Compatible with insulation.
- G. Insulating Cement/Mastic:
  - 1. ASTM C195; hydraulic setting on mineral wool.

## 2.03 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
  - 1. Armacell LLC; [www.armacell.us](http://www.armacell.us)
  - 2. Aeroflex USA, Inc.; [www.aeroflex.com](http://www.aeroflex.com).
  - 3. K-Flex US LLC; [www.kflexusa.com](http://www.kflexusa.com).
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534 Grade 3; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: -40 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.
- D. Jacket: None.

## 2.04 JACKETS

- A. PVC Plastic.
  - 1. Manufacturers:
    - a. Speedline Corporation; [www.speedline.com](http://www.speedline.com)
    - b. Johns Manville Corporation; Zeston 2000 Series Color PVC: [www.jm.com](http://www.jm.com).

2. Jacket: One piece molded type fitting covers and sheet material. Color: See below.
    - a. Minimum Service Temperature: 0 degrees F.
    - b. Maximum Service Temperature: 150 degrees F.
    - c. Moisture Vapor Permeability: 0.002 per inch, maximum per ASTM E96/E96M.
    - d. Thickness: 10 mil.
    - e. Connections: Brush on welding adhesive.
  3. Covering Adhesive Mastic: Compatible with insulation.
- B. Aluminum.
1. Manufacturers:
    - a. Pabco-Childers Metals
  2. Jacket: 3105/3003 Aluminum alloy roll or sheet jacketing with 3 mil polysurlyn moisture barrier; matching 2-piece fitting covers complete with vapor barrier and strapping hardware.
3. Stucco embossed finish; Color: See below.

## 2.05 INSERTS AND SHIELDS

- A. Manufacturers:
1. Thermal Pipe Shields Inc: [www.thermalpipeshields.com](http://www.thermalpipeshields.com).
- B. Insulation: ASTM C-553 Type 1; calcium silicate.
1. 'K' value: 0.38 at 75 degrees F.
  2. Temperature range: +40 to +1200 degrees F.
- C. Jacket: ASTM A-527, 360 degree galvanized G90 steel all around insulation.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and NAIMA National Insulation Standards.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. Insulate flanges and unions at equipment. Fittings shall be insulated with die-cut and formed insulation.
- D. Glass fiber insulated pipes conveying fluids above ambient temperature:
1. Provide standard jackets, with vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
  2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Fittings shall be insulated with die-cut and formed insulation. Finish with glass cloth and adhesive or PVC fitting covers.
- E. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
  2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  3. Insert location: Between support shield and piping and under the finish jacket.
  4. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  5. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Interrupt insulation as required to maintain wall assembly rating and to comply with fire caulking requirements. Finish ends at supports, protrusions, and interruptions.

**EXHIBIT "C"**

**PAYMENT TERMS**

1. The Contractor hereby agrees to provide "Steam Piping Insulation Services" for a not to exceed price of **\$21,225.00** (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. Invoices shall be submitted after completion of work to the address listed below. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

State of New Hampshire  
Division of Plant and Property Management  
Michael Connor  
25 Capitol Street, Room 417  
Concord, NH 03301



Glover Plumbing & Heating Service LLC  
CORPORATE AUTHORIZATION RESOLUTION

I, David Glover Jr, the undersigned Secretary of Glover Plumbing & Heating Service LLC (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of New Hampshire and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the 01 day of July, 2021 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that David Glover (name), Manager (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any proposal submitted to, for RFB, DAS 2021-01 Steam Pipe Insulation at 25 Capitol St in Concord, entered into with the State of New Hampshire: and, that David Glover was granted authority on July 01, 2021, and was in effect on July 08, 2021 when he signed contract with the State of New Hampshire:

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, with the State of New Hampshire prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this 8th day of July, 2021



Secretary-Treasurer  
Mr. David Glover Jr.



# State of New Hampshire

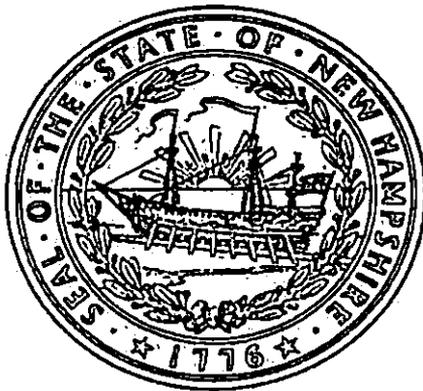
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GLOVER PLUMBING & HEATING SERVICE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 30, 2002. 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: 418739

Certificate Number : 0005406181



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of July A.D. 2021.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2021

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

<b>PRODUCER</b> Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	<b>CONTACT NAME:</b> Jessica Hildreth <b>PHONE (A/C, No, Ext):</b> (603) 589-2515 <b>FAX (A/C, No):</b> (603) 589-4286 <b>E-MAIL ADDRESS:</b> jessicah@averyinsurance.net
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Patriot Insurance Company INSURER B: Frankenmuth Insurance INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Glover Plumbing & Heating Service LLC 2035 Franklin Pierce Hwy Barrington NH 03825-7358	

COVERAGES      CERTIFICATE NUMBER: CL2162511258      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	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6894314	06/27/2021	06/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		6894313	06/27/2021	06/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist \$ 1,000,000
A	<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	6894314	06/27/2021	06/27/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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		6894312	06/27/2021	06/27/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER    3A State(s): NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Reference: Furnish and Install Steam Pipe Insulation  
Where required by written contract, the State of New Hampshire, its agencies, agents, and employees are listed as additional insured. Waiver of subrogation applies, where allowed by State Statute.  
Coverage as per terms and conditions of policy.

## CERTIFICATE HOLDER

State of New Hampshire Dept of Administrative Services  
Mr Charles Arlinghaus or designee  
25 Capitol Street, Room 120  
Concord NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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