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**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Turnpikes  
September 28, 2021

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with Alliance Group, Inc, Essex Jct, VT (Vendor # 216354) on the basis of a low bid in the amount of \$95,050.00 for HVAC Control System Inspection and Services at facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2023. 100% Turnpike Funds.

Funds to support this request are available in the following accounts in State FY 2022 and State FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-961017-7027 Central Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$20,000.00	\$20,000.00
04-96-96-961017-7032 Blue Star Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$12,000.00	\$13,050.00
04-96-96-961017-7037 Spaulding Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$15,000.00	\$15,000.00

**EXPLANATION**

The NH Turnpike System has twelve (12) HVAC systems at its Toll Facilities that must be operational 24 hours a day. This contract provides a fixed cost for the semi-annual inspections, guaranteed emergency repairs and parts to ensure the HVAC control systems will operate efficiently. Most of these facilities are occupied 24 hours a day to collect tolls and provide visitor services at the Welcome/Tourist Information Center. Emergency response is necessary to ensure continuous operation.

The Department advertised for bids in the Manchester Union Leader on June 23, 24 and 25, 2021 and on the Bureau of Turnpikes' and Purchase & Property websites from June 23 through July 28, 2021.

Invitations to bid were also sent to five (5) bidders who had previously submitted bids. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened.

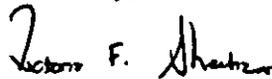
Two (2) sealed bids were received and publicly opened on July 28, 2021 (bid results attached). Alliance Group Inc. was selected as the low bidder to provide the services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, no sooner than July 1, 2021, and will end on June 30, 2023. The contract is for a total of \$95,050.00.

This contract was last awarded on July 18, 2019. ENE Systems of NH, Inc. submitted the lowest of two (2) bids and was awarded the contract for \$115,625.00.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**NHDOT Bureau of Turnpikes**  
**H.V.A.C. Control Contract**  
**RFB TPK 2021-05**  
**Bid Results - July 28, 2021**

Bidder:	Low Bid Awarded Contract	
	Alliance Mechanical Inc.	ENE Systems
<b>Inspection/Preventive Maintenance of 12 Locations</b>		
Semi-Annual Lump Sum for All Locations	\$ 4,200.00	\$ 6,000.00
Number of Inspections During Contract Period	4	4
Contract Cost of Inspections	\$ 16,800.00	\$ 24,000.00
<b>Emergency Repair Service - Monday - Friday 07:00 to 17:00 (est. 550 hours over contract term):</b>		
Hourly Labor Rate	\$ 90.00	\$ 90.00
Estimated Hours During Contract Period	550	550
Contract Cost of Emergency Repairs	\$ 49,500.00	\$ 49,500.00
<b>Emergency Repair Service - Monday - Friday 18:01 to 05:59 as well as weekends/holidays (est. 50 hours over</b>		
Hourly Labor Rate	\$ 135.00	\$ 135.00
Estimated Hours During Contract Period	50	50
Contract Cost of Emergency Repairs	\$ 6,750.00	\$ 6,750.00
<b>Supply Repair Parts: Cost will be based on \$20,000 (before markup) for the contract ending 6/30/2023</b>		
Percent Markup	10%	10%
Estimated Cost (before markup) During Contract Period	\$ 20,000.00	\$ 20,000.00
Contract Cost of Supply Parts	\$ 22,000.00	\$ 22,000.00
<b>Contract Cost</b>	<b>\$ 95,050.00</b>	<b>\$ 102,250.00</b>

Opened By: Jennifer Anderson, Business Manager  
 Recorded By: Samantha Fauteux, Internal Auditor

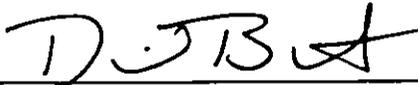
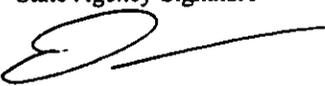
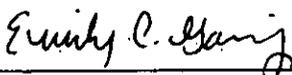
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name Alliance Group Inc.		1.4 Contractor Address 6 David Drive Essex Junction, VT 05452	
1.5 Contractor Phone Number 802-857-5004	1.6 Account Number See Exhibit B, Paragraph 9	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$95,050.00
1.9 Contracting Officer for State Agency David P. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature  Date: 9/22/21		1.12 Name and Title of Contractor Signatory DANIEL BARRETT danb@agusa.com PLANNED MAINTENANCE CONSULTANT	
1.13 State Agency Signature  Date: 9/30/21		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
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:  On: 10/31/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DB  
 Date 9/22/21

**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 - SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials, and equipment to perform 2 times per year (once during the month of May and once during the month of October) inspection, training and preventive maintenance service at each of the sites. See the attached equipment location list (Exhibit F – List of Sites and Units to Control). The inspection and preventive maintenance shall include work as shown on Exhibit D - Type of Service Plan and Exhibit E - Scheduled Maintenance Schedule.
2. The twelve (12) HVAC energy management and control system inspections, training and preventive maintenance shall be done for a lump sum fee as cited in No. 1 above, and will be paid for one lump sum fee of all twelve (12) sites (Exhibit F) (one lump sum payment for the May inspection and one lump sum payment for the October inspection).
3. Results of the inspection, cited in No. 1 above, and recommendations pertaining thereto shall be forwarded, in email Sam.B.Newson@dot.nh.gov, within twelve (12) days of completion.
4. Parts and labor necessary for repairs, which do not exceed \$1,000.00 per inspection cumulative total as a result of the twelve (12) inspection sites, are authorized without written approval. Parts and labor necessary for repair, which exceed \$1,000.00 cumulative total as a result of the twelve (12) inspections, require written approval from the Administrator, Bureau of Turnpikes or his authorized representative.
5. Perform emergency repairs to the HVAC energy management and control systems at each of the twelve (12) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR shall respond to the effected site within four (4) to six (6) hours and complete the repairs within forty-eight (48) hours of notification.
6. The CONTRACTOR shall meet with the Bureau of Turnpikes Maintenance Mechanic Foreman for repairs beyond the HVAC energy management and control system inspection and preventive maintenance as outlined in No 1 above.

7. All work specified in Nos. 4, 5 & 6 above shall be invoiced at a fixed hourly rate (portal to portal) as described below. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
  - a. Date work was done.
  - b. Brief description of work done.
  - c. Hourly rate charged and materials.
  - d. Location of work per Exhibit C.
  
8. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

Invoices shall be sent to:  
State of New Hampshire  
Department of Transportation  
Bureau of Turnpikes  
P.O. Box 2950  
Concord, NH 03302-2950

Or  
DOT-NHTumpikesAP@dot.nh.gov

9. Should the CONTRACTOR be unable to complete the repair within the 48-hour time period, the CONTRACTOR must request an extension of time, in writing from the Administrator, Bureau of Turnpikes. Examples of valid reasons are
  - a. Part unavailable with explanation why.
  - b. Repair is ongoing and requires additional time to complete.
  - c. Parts and labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which include:

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.
- d. And any other information to justify the request for non-compliance of the 48-hour provision.

Contractor Initials: DB

Date: 9/22/21

**B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS**

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The CONTRACTOR is responsible for compliance with the Safety and Health regulations for construction (specifically 1926 Subpart K – Electrical but all parts as applicable) that apply to all employers subject to the regulations promulgated by OSHA and National Electric Code (NEC) latest edition, as well as any municipal electrical ordinances and codes.
4. The DEPARTMENT operates under Environmental Policy ENVI (Exhibit G) which states that NHDOT activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist (Exhibit H) and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

**C. COVID-19 IMPACTS**

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT A of this Agreement, any such disruption, delay or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1. The service required to be performed under the terms of this Agreement as written;
2. The services actually performed;
3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

#### D. WARRANTIES

1. The Contractor shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year. The CONTRACTOR shall bear all expenses to repair any warranty related work, to include parts, labor and any trip charges associated with that repair.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

## EXHIBIT B - CONTRACT PAYMENTS

1. The CONTRACTOR agrees to provide the HVAC energy management and control system inspection, training and preventive maintenance service as cited in Exhibit A paragraphs 1, 2 & 3 for a lump sum fee of Four Thousand Two Hundred Dollars and No Cents (\$4,200.00) for all of the twelve (12) sites per semi-annual inspection (one inspection and one lump-sum payment in May and one in October during each fiscal year of the contract).
2. The CONTRACTOR agrees to provide priority response H.V.A.C. Control service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) for
  - Monday through Friday 06:00 to 18:00 Ninety Dollars and No Cents (\$90.00) per hour
  - Monday through Friday 18:01 to 05:59 as well as weekends/holiday One Hundred Thirty-Five Dollars and No Cents (\$135.00) per hour
3. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's price list plus a fixed percentage mark up of Ten Percent (10%).
4. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.
5. The total contract price shall not exceed Ninety-Five Thousand Fifty Dollars and No Cents (\$95,050.00).
6. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.
7. Locations can be added or removed by the DEPARTMENT with a 30 day emailed notice to vendor.
8. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2021, ends on June 30, 2023, and is subject to Governor and Council approval,
9. The Department shall make payments out of the following account numbers:

017-096-7027-048-500226 Central Maintenance - Contract Repairs, Building & Grounds  
017-096-7032-048-500226 Blue Star Maintenance - Contract Repairs, Building & Grounds  
017-096-7037-048-500226 Spaulding Maintenance - Contract Repairs, Building & Grounds

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Contractor Initials: DB

Date: 9/22/21

## EXHIBIT C - SPECIAL PROVISIONS

1. No special provisions are required by the DEPARTMENT

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Contractor Initials: DB

Date: 9/22/21

# EXHIBIT D

## TYPE OF SERVICE PLAN ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

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### Primary Services Per Inspection

- System and Service Review.** Formal review with staff to discuss the services performed during the inspection and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet changing needs and objectives.
- Scheduled Maintenance.** Maintenance shall be performed per the attached Schedule B to optimize the web based system and general system effectiveness. Turnpikes shall be notified of the scheduled maintenance and the work shall be supervised by a Maintenance Mechanic.
- Software and Web Based System Maintenance.** Recommend with a cost estimate any manufacturer's web based system software revisions to maintain or improve present performance within the functional capabilities of the system. No operating system shall have software upgrades without the written authorization from the Bureau of Turnpikes.
- Database Web Based System Protection.** Protect database and web based system by saving this information and maintaining a copy on premises with a backup disk.
- System and Service Log.** Provide a log to document concerns, system problems, service visits and other related items requiring attention. Each scheduled service visit shall begin with a review of this log.
- System Access.** All Turnpike Maintenance Mechanics shall have full access to monitor the system and to modify the control systems at all times. All software access shall be granted to the Maintenance Mechanics for all troubleshooting and the necessary modifications to the operating system.

# EXHIBIT E

## SCHEDULED MAINTENANCE SCHEDULE ENERGY MANAGEMENT & CONTROL SYSTEM COMPREHENSIVE TEST & INSPECTION

### Verify and Check Main Operators Workstation And Web Based System Functionality

- Current Date and Time
- All computer hardware
- Test hardware and software for issues
- Check System Configuration to make sure all hardware and software is working
- Check remote connection and functionality if available

### Software and Communications

- Check Web based and local Software Operation (*Including Web based connections*)
- Check Local Communications / Routers
- Check Controller(s) Configuration

### Special Conditions

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

### Controller(s)

Verify and Check:

- Operation
- Communications
- Digital Output(s)
- Digital Input(s)
- Analog Output(s)
- Analog Input(s)
- Extended Module(s)
- Verify and check all operating sequences of equipment and controllers.
- Review and back up trend logs.
- Review and back up operator logs.

### Field Devices

Verify and Check:

- Temperature Sensor(s)
- Relay(s)
- Valve Actuator(s)
- Transducer(s)
- Calibrate all sensors and transducers.

# EXHIBIT F

## LIST OF SITES AND UNITS TO CONTROL

### LIST OF SITES AND UNITS TO CONTROL

LOCATION	UNITS
<p><u>LOCATION #1</u>  Rochester Toll Plaza  Spaulding Turnpike  Rochester, NH</p>	<p>DDC Controller.  HV-1.  Boiler control.  Hot Water Pumps 1 and 2.  Exhaust fans.  Reheat Coils.  Fintube Radiation Control.  Cabinet Unit Heaters.  Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status/feedback by the controllers.</p>
<p><u>LOCATION #2</u>  Rochester Maintenance  47 Route 16 Connector  Rochester, NH</p>	<p>Computer and modem /web based connections.  Web based functionality for all variables.  HV-1.  VAV Controls.  Boiler control.  Hot Water Pumps 1 and 2.  Exhaust fans.  Reheat Coils.  Fintube Radiation Control.  Cabinet Unit Heaters.  Radiant Floor Heating.  Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

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<p><u>LOCATION #3</u> Dover Toll Plaza Spaulding Turnpike Dover, NH</p>	<p>DDC Controller. HV-1. Boiler control. Hot Water Pumps 1 and 2. Exhaust fans. Reheat Coils. Fintube Radiation Control Cabinet Unit Heaters.  Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #4</u> Hampton Side Toll I-95 Exit 2 Hampton, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables. HV-1. VAV Controls. Boiler Control. Hot Water Pumps 1 and 2. Exhaust Fans. Reheat Coils. Fintube Radiation Control. Cabinet Unit Heaters.  Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #5</u> Hampton Main Toll Plaza I-95 Hampton, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables. HV-1. VAV Controls. Boiler Control. Hot Water Pumps 1 and 2. Exhaust Fans.</p>

Contractor Initials: DB

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	<p>Reheat Coils.</p> <p>Fintube Radiation Control.</p> <p>Cabinet Unit Heaters.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #6</u> Hooksett Main Toll I-93 Hooksett, NH</p>	<p>DDC Controller.</p> <p>Computer and modem /web based connections.</p> <p>Web based functionality for all variables.</p> <p>HV-1.</p> <p>VAV Controls.</p> <p>Boiler Control.</p> <p>Hot Water Pumps 1 and 2.</p> <p>Exhaust Fans.</p> <p>Reheat Coils.</p> <p>Fintube Radiation Control.</p> <p>Cabinet Unit Heaters.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #7</u> Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH</p>	<p>DDC Controller.</p> <p>HV-1.</p> <p>VAV Controls.</p> <p>Boiler control.</p> <p>Hot Water Pumps 1 and 2.</p> <p>Exhaust fans.</p> <p>Reheat Coils.</p> <p>Fintube Radiation Control.</p> <p>Cabinet Unit Heaters.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #8</u> Hooksett Maintenance Bldg.</p>	<p>HV-1.</p>

1-10-21

Contractor initials: DB

Date: 9/22/21

<p><u>36 Hackett Hill Road</u> <u>Hooksett, NH</u></p>	<p>VAV Controls. Boiler Control. Hot Water Pumps 1 and 2. Exhaust Fans. Reheat Coils. Fintube Radiation Control. Cabinet Unit Heaters. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #9</u> Turnpike Administration Building 36 Hackett Hill Rod Hooksett, NH</p>	<p>DDC Controller. Computer and modem /web based connections. Web based functionality for all variables. HV-1. VAV Controls. Boiler Controllers. Hot Water Pumps. Exhaust Fans. Reheat Coils. Fintube Radiation Control. Cabinet Unit Heaters. Trane Mini Split Units. Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #10</u> Bedford Toll Plaza F.E. Everett Turnpike (FEET) Bedford, NH</p>	<p>DDC Controller. HV-1. VAV Controls Boiler Control. Hot Water Pumps 1 and 2. Exhaust Fans. Reheat Coils. Fintube Radiation Control.</p>

Contractor Initials: DB

Date: 9/22/21

	<p>Cabinet Unit Heaters.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors; etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #11</u>  F.E. Everett (FEET) Exit 10  Ramp Toll Plaza  Central Turnpike Merrimack,  NH</p>	<p>DDC Controller.</p> <p>HV-1.</p> <p>VAV Controls.</p> <p>Boiler control.</p> <p>Hot Water Pumps 1 and 2.</p> <p>Exhaust fans.</p> <p>Reheat Coils.</p> <p>Fintube Radiation Control.</p> <p>Cabinet Unit Heaters.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>
<p><u>LOCATION #12</u>  Nashua E-ZPass/DMV Center  FEET Exit 6  Nashua, NH</p>	<p>DDC Controller.</p> <p>Computer and modem /web based connections.</p> <p>Web based functionality for all variables.</p> <p>HV-1, HV-2 &amp; HV-3.</p> <p>VAV Controls.</p> <p>Boiler control.</p> <p>Hot Water Pumps.</p> <p>Exhaust fans.</p> <p>Reheat Coils.</p> <p>Fintube Radiation Control.</p> <p>Radiant Floor Heating.</p> <p>Cabinet Unit Heaters.</p> <p>Laptop Computer – Property of Turnpikes.</p> <p>Mini Split Unit.</p> <p>Associated devices such as relays, space sensors, OSA sensors, immersion sensors, current sensors, etc., used for control and/or status feedback by the controllers.</p>

Contractor Initials: DB  
Date: 9/22/21



<b>POLICY NUMBER:</b> ENV 1		<b>POLICY NAME:</b> ENVIRONMENTAL POLICY	
<b>ADOPTION DATE:</b> July 23, 2018		<b>LAST UPDATED:</b> July 23, 2018	
<b>POLICY APPROVED BY:</b> Commissioner, NHDOT		<b>SIGNATURE:</b> <i>Robert F. Shaker</i>	
<b>RESPONSIBLE OFFICE:</b> Bureau of Environment		<b>CONTACT PERSON:</b> Administrator, Bureau of Environment	
<b>REQUIREMENTS:</b> All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.		<b>PROCEDURES AND RESOURCES:</b> <ul style="list-style-type: none"> <li>• This Policy is supported by documents in the Standard Operating System (SOS) Index.</li> <li>• State and Federal Environmental Regulations</li> </ul>	

**POLICY STATEMENT**

The New Hampshire Department of Transportation's (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

**SCOPE**

This policy shall apply to all employees in all organizational units of NHDOT.

**DEFINITIONS**

**Cultural and natural environment** (collectively referred to as "environment"): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on *EX 1-1 Form 1 Approved Definitions List*, located on the *SOS Index*.

Contractor Initials: DB

Date: 9/22/21

**COMMENTS**

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.
2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.
3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.
4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.
5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.
6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.
7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.
8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.
9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.
10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.

Contractor Initials: DB

Date: 9/22/21



EXHIBIT F

- 11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.
- 12. The SOS and all documents pertaining to it will be located in the SOS *Index* on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

**REQUIREMENTS**

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

- 1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
- 2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
- 3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

DANIEL BARTLET (Albania Mechanic) 9/22/21  
 Employee Name (printed) *Maintenance Consultant* Date

*[Signature]*  
 Employee Signature

**AMENDMENT RECORD**

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
7/23/2018	Original Policy Adopted	Victoria Sheehan	Commissioner

Contractor Initials: DB

Date: 9/22/21

## Contractor Safety & Environmental Checklist

Contractor Company Name: Alliance Group  
 Date Reviewed: 9/22/21  
 Project Description: Preventative Maintenance  
 Contractor Name: Alliance Group

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted within 50 feet from any building.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equipment.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply with all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply with all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of SDS must be available on site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy ENV 1.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Contractor Initials: DB

Date: 9/22/21

# 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 ALLIANCE GROUP INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 22, 2015. 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: 728145

Certificate Number: 0005335423



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Jason Patande, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Alliance Group Inc. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on September 22, 2021,  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Daniel Bartlett (may list more than one person) is  
(Name and Title) Thomas Mooney (Sales Manager)

duly authorized to enter into contracts or agreements on behalf of

Alliance Group Inc. with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 9/29/2021

ATTEST: Jason Patande  
(Name & Title)  
JASON PATANDE  
President



ALLIGRO-01

MKAVANAGH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2021

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).

PRODUCER Hickok & Boardman Insurance Group 346 Shelburne Rd Burlington, VT 05401	CONTACT NAME Melissa Kavanagh	PHONE (A/C, No, Ext): (802) 383-1621	FAX (A/C, No): (802) 658-0541
	E-MAIL ADDRESS: mkavanagh@hbinsurance.com		
INSURED Alliance Group, Inc. dba Alliance Mechanical dba Alliance Building Automation P.O. Box 666 Essex Junction, VT 05453	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nationwide Mutual Ins Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

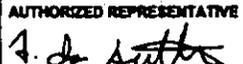
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL SUBROGATION	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	<input checked="" type="checkbox"/>	MPA0000004137BD	3/19/2021	3/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA0000004134BD	3/19/2021	3/19/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CMB0000004136BD	3/19/2021	3/19/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Comple \$ 5,000,000
A	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 <input checked="" type="checkbox"/> N/A	WC0000004135BD	3/19/2021	3/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Jason Patnaude & Shaun Patnaude are excluded officers on the Workers Compensation policy.

Waiver of Subrogation on the Workers Compensation policy is not available in the State of NH.

Additional Insured status applies for the State of New Hampshire, Department of Transportation on the General Liability policy per terms and conditions of attached forms CG 81 88 (03/19).

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation Bureau of Turnpikes 36 Hackett Hill Road Hooksett, NH 03106	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONSTRUCTIONGARD<sup>SM</sup> GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is a summary of the additional coverages provided by this endorsement. For complete details on a specific coverage, consult the endorsement contract language.

<b>1. Additional Insureds</b> Various additional insured extensions
<b>2. Aggregate Limit Per Project</b>
<b>3. Blanket Waiver of Subrogation</b> If required by written contract, insurer waives right of subrogation
<b>4. Broad Form Named Insured</b>
<b>5. Broadened Definition of BI</b> Definition includes mental anguish
<b>6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work"</b>
<b>7. Contractual Liability – Railroads</b> Expanded definition of "insured contract"
<b>8. Contractual Liability for Personal and Advertising Injury</b>
<b>9. Damage to Premises Rented to You</b> Extends perils Limit: \$1,000,000
<b>10. Electronic Data Liability</b> Limit: \$100,000
<b>11. Expected and Intended Injury</b>
<b>12. Incidental Medical Malpractice</b>
<b>13. Knowledge of Occurrence</b>
<b>14. Liberalization</b>
<b>15. Lost Key Coverage</b> Occurrence Limit: \$10,000
<b>16. Newly Formed and Acquired Organizations</b> 180 days
<b>17. Non-owned Aircraft</b>
<b>18. Non-owned Watercraft</b> Included for watercraft up to 51 ft
<b>19. Supplementary Payments</b> Increased bail bonds limit to \$5,000 Increased daily loss of earnings limit to \$1,000 per day
<b>20. Unintentional failure to Disclose Hazard</b>
<b>21. Non-duplication of Benefits</b>

**1. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

**SECTION II – WHO IS AN INSURED** is amended to include:

1. Any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to the "bodily injury," "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

The person or organization added as an additional insured by this endorsement is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" or
  2. "Personal and advertising injury";
- due to:

- a. **Controlling Interest** – with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises** – with respect to the co-owner's liability as a co-owner of such premises.

- c. **Grantor of Franchise or License**  
Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as a grantor of a franchise or license to you.

However, their status as additional insured under this policy ends when their contract or agreement with you

granting the franchise or license ends.

- d. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- e. **Lessor of Land** – with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premise; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- g. Mortgagee, Assignee or Receiver** – with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premise by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- h. Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf; or
- (3) "Your work" performed for that additional insured and included in the "products-completed operations hazard."

The insurance does not apply to:

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:
  - (i) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- i. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising, signs, awnings, canopies, cellar entrances, coal holes, drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The Insurance afforded to such additional insureds described in a.- i. above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than any coverage requirement in a contract or agreement to provide for such additional insured.

**2. Aggregate Limit Per Project**

Under SECTION III – LIMITS OF INSURANCE, the following paragraph is added to Paragraph 2:

The General Aggregate Limit under SECTION III LIMITS OF INSURANCE applies separately to each of your construction projects away from premises owned by or rented to you.

**3. Blanket Waiver Of Subrogation**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term or this policy; and
- b. Was executed prior to loss.

**4. Broad Form Named Insured**

Under SECTION II – WHO IS AN INSURED, the following is added to Paragraph 2:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the

Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**5. Broadened Bodily Injury Definition (Mental Anguish)**

Under SECTION V – DEFINITIONS, Definition 3. "Bodily Injury" is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

**6. Broadened Liability Coverage for Damage to "Your Product" and "Your Work" Under SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:**

This insurance does not apply to:

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;

- (c) Collapse; or
- (d) Explosion.

Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to 6. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**7. Contractual Liability – Railroads**

- a. Under **SECTION V – DEFINITIONS**, the following replaces Paragraph c. of definition 9. "Insured Contract":
  - c. Any easement or license agreement;
- b. Under **SECTION V – DEFINITIONS**, Paragraph f.(1) of definition 9. "Insured Contract" is deleted.

**8. Contractual Liability for Personal and Advertising Injury Under SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions is amended to delete exclusion e. **Contractual Liability**.

This provision 8. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**9. Damage to Premises Rented to You**

- a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph of 2. Exclusions is replaced with:
 

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.
- b. Under **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced with:
  - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of

"property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- c. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. **Other Insurance**, b. **Excess Insurance (1)** (a) (ii) is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**10. Electronic Data Liability**

- a. Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

- b. Under **SECTION III – LIMITS OF INSURANCE**, the following paragraph is added:

Subject to paragraph 5. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data".

- c. Under **SECTION V – DEFINITIONS**, the following definition is added:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media

which are used with electronically controlled equipment.

- d. Under **SECTION V – DEFINITIONS**, the definition of "property damage" is replaced by the following for the purposes of the coverage provided by this endorsement only:

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

- e. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this Provision 10. **Electronic Data Liability** is part of, and not in addition to, that higher limit.

**11. Expected or Intended Injury**

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion a. is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**12. Incidental Medical Malpractice Liability**

- a. Under **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1)d. does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

**13. Knowledge Of An Occurrence**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

**14. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**15. Lost Key Coverage**

- a. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- b. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

**16. Newly Formed And Acquired Organizations**

- a. Under **SECTION II – WHO IS AN INSURED**, in paragraph 3.a., 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

**17. Non-Owned Aircraft**

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion g. does not apply to an aircraft provided:

- a. It is hired, chartered or loaned with a paid crew;
- b. It is not owned by an insured;
- c. The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and.
- d. It is not being used by the insured to carry persons or property for a charge.

The following is added to **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

This Non-Owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

**18. Non-Owned Watercraft**

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph (2) of Exclusion g. is deleted and replaced with

the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
- (b) Not being used by the insured to carry persons or property for a charge.

**19. Supplementary Payments**

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** Paragraphs 1.b and 1.d. are replaced with:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**20. Unintentional Failure To Disclose Hazard**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**21. Non-Duplication of Benefits**

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

**All terms and conditions of this policy apply unless modified by this endorsement.**