



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

November 4, 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 an amendment to a current contract with Ameresco, Inc., Framingham, MA., vendor code #162569 to install energy conservation measures at several state owned buildings located in the seacoast region approved by Governor and Executive Council on October 23, 2019, Late Item B on a first amendment approved on December 18, 2020, Item #71. This amendment will reduce the amount of the total contract by \$8,079 from \$2,926,839 to \$2,918,760. The amendment shall begin with Governor and Council approval until March 31, 2026.

### EXPLANATION

The Department of Administrative Services entered into a contract with Ameresco in October of 2019 to implement guaranteed energy conservation measures at several buildings located in the Seacoast area. The facilities are managed by the following state agencies: Administrative Services, Department of Transportation, Fish and Game, Employment Security and Department of Natural and Cultural Resources. This amendment will allow the Department of Administrative Services to remove one energy conservation measure from the project reducing the total contract amount by \$8,079. This energy conservation measure was not installed do to security concerns with WI-FI devices. The total guaranteed energy savings for the project will be reduced by \$1,058 per year. All other provisions of the energy savings performance contract shall remain in effect.

Respectfully submitted,

Charles M. Arlinghaus,  
Commissioner

**SECOND AMENDMENT  
SEACOAST ENERGY SAVINGS PERFORMANCE CONTRACT**

It is hereby agreed that the contract approved by NH Governor and Council on October 23, 2019 and first amendment approved by NH Governor and Council on December 18, 2020, between Ameresco, Inc., as "Contractor" and the Department of Administrative Services as "State", to install energy conservation measures at several state owned buildings located in the seacoast region of New Hampshire, is amended as follows:

1. Delete Section 1.8 Price Limitation of the P-37 and substitute therefore the following:  
1.8 Price Limitation \$2,918,760
2. Delete Exhibit A, Section 7.8 in its entirety and substitute therefore the following:

7.8 Contractor guarantees that the State will realize energy and cost savings, calculated and adjusted as set forth in Section 9 and Exhibit 2, each year for five (5) years after Project Acceptance Date as follows:

Year	Guaranteed Cost Savings
1	\$210,864
2	\$210,548
3	\$210,234
4	\$209,921
5	\$209,610

\*Note: The Guaranteed Cost Savings only applies for those years in which M&V is being performed.

3. Delete Exhibit B, Paragraph 1.1 and substitute therefore the following:
  - 1.1 The Contract Price, method of payment, and terms of payment are identified and more particularly described in the Compensation Schedule and Cost Detail incorporated herein and attached below. The Compensation Schedule and Cost Detail shall include all Project costs for each ECM. The Compensation Schedule will indicate progress payments owed by the State to the Contractor. The Compensation Schedule shall be coordinated and consistent with the Installation Schedule attached as Exhibit 4. Notwithstanding anything in this agreement to the contrary and not withstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Contract Price of \$2,918,760 as indicated in the Price Limitation block on Section 1.8 of the P-37 contract form.
4. Delete Exhibit B, Paragraph 1.2 and replace it with the following:
  - 1.2 This contract will enable the State to reduce utility costs by \$210,864 in the first year, through the acquisition of \$2,918,760 ("Agreement Price") in capital improvements. The Agreement Price will be financed through Banc of America Public Capital Corporation. This financing is estimated to cost \$761,387 in interest costs. In addition, this project will qualify for electric utility incentives and grants ("Rebates"). Contractor estimates the Rebates to total \$246,712. All Rebates shall be applied to ECMs that are identified as contingent projects in Exhibit 1a. In no event shall the Contractor proceed with the installation of ECMs labeled "(CONTINGENT ON GRANTS AND REBATES)" until the State and the Contractor reach mutual agreement on the

contingent ECMs that will be installed and the Contractor receives written approval from the State. In no Event shall the ("Total Project Cost") exceed the (Agreement Price + Estimated Financing + Estimated Rebate Amount). This is the maximum cost allowed under the guidelines of RSA 21-I:19a-e.

5. Delete Exhibit B, Section 1.9 in its entirety and substitute therefore the following:

**1.9 Schedule of Value Cost Detail and Estimated Draw Schedule.** The following table provides the total turnkey price each ECM and the estimated draw schedule for payments to be made to Contractor during the Construction Phase.

Ecm #	ECM Name	Implementation /Audit Costs	M&V Cost	Total Project Cost
1	Lighting System Improvements	\$ 609,018	\$ 18,694	\$ 627,713
2	New Energy Management Systems	\$ 1,029,441	\$ 15,166	\$ 1,044,607
3	Demand Controlled Ventilation	\$ 30,627	\$ 680	\$ 31,307
4	Chiller Replacement	\$ 338,820	\$ 4,494	\$ 343,314
6	RTU Refurbishment	\$ 18,735	\$ 1,660	\$ 20,395
7	New Windows	\$ 20,937	\$ 816	\$ 21,753
9	Variable Frequency Drives	\$ 28,823	\$ 382	\$ 29,205
10	High Efficiency Aquarium Pumps	\$ 12,142	\$ 713	\$ 12,855
11	Water Conservation	\$ 14,638	\$ 594	\$ 15,232
13	Infiltration Reductions	\$ 31,081	\$ 1,738	\$ 32,818
15	Pipe Insulation	\$ 18,998	\$ 784	\$ 19,782
16	New Transformers	\$ 89,398	\$ 1,186	\$ 90,584
17	Plug Load Controls	\$ 33	\$ -	\$ 33
20	Energy Star Refrigerators	\$ 2,980	\$ 156	\$ 3,136
21	Solar PV Array	\$ 562,724	\$ 15,426	\$ 578,149
		\$ 2,852,725	\$ 66,035	\$ 2,918,760

## **Project Draw Schedule**

<b>Project Draw Schedule</b>	
<b>Month</b>	<b>Estimated Draw Amount</b>
1	\$ -
2	\$ 245,930
3	\$ 83,184
4	\$ 177,792
5	\$ 279,192
6	\$ 240,932
7	\$ 359,011
8	\$ 169,791
9	\$ 122,625
10	\$ 105,719
11	\$ 246,021
12	\$ 105,719
13	\$ 189,900
14	\$ 246,021
15	\$ 193,162
16	\$ 108,980
17	\$ 44,780
	\$ 2,918,760

6. Delete Exhibit B, Compensation Schedule CS.1 and substitute the following:

**CS.1 Contract Price:** State shall pay to Contractor, an amount equal to Two Million Nine Hundred Eighteen Thousand Seven Hundred Sixty Dollars and No Cents (\$2,918,760.00) (the "Contract Price") in accordance with the terms described in Exhibit B of this Agreement.

7. Delete Exhibit B, Compensation Schedule, CS.3 Measurement and verification and substitute the following:

**CS.3 Measurement and Verification:** The cost of measurement and verification services as specified in Exhibit 2 will be paid by the State to Contractor as a onetime upfront fee of \$66,035. This cost is included in the Contract Price detailed in Section CS.1.

8. Delete Exhibit 1, Savings Summary and substitute the following:

## Court Facilities

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	888.24	254,738	(1,617)	(3,686)	\$ 34,051	\$ 447,570	13.14	\$ 5,948
E2	New Energy Management Systems	0.00	497,062	9,476	7,927	\$ 83,020	\$ 1,006,596	12.12	\$ 13,378
E3	Demand Controlled Ventilation	0.00	1,408	0	3,056	\$ 3,796	\$ 26,939	7.10	\$ 358
E4	Chiller Replacement	187.85	44,731	0	0	\$ 7,508	\$ 338,132	45.04	\$ 4,494
E9	Variable Frequency Drives	0.00	53,047	0	0	\$ 7,159	\$ 28,764	4.02	\$ 362
E11	Water Conservation	0.00	0	29	183	\$ 650	\$ 9,062	13.95	\$ 120
E13	Infiltration Reductions	0.00	1,851	705	671	\$ 1,549	\$ 11,616	7.50	\$ 154
E15	Pipe Insulation	0.00	0	758	86	\$ 671	\$ 12,403	18.49	\$ 165
E16	New Transformers	75.79	55,590	0	0	\$ 8,096	\$ 89,217	11.02	\$ 1,186
E20	Energy Star Refrigerators	0.00	1,575	0	0	\$ 199	\$ 1,941	9.77	\$ 26
E21	Solar PV Array	0.00	153,510	0	0	\$ 20,718	\$ 307,850	14.86	\$ 4,091
<b>Grand Total</b>		<b>1,151.88</b>	<b>1,063,510</b>	<b>9,352</b>	<b>8,237</b>	<b>\$ 167,416</b>	<b>\$ 2,280,099</b>	<b>13.62</b>	<b>\$ 30,303</b>

## Employment Security Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	68.49	23,770	(303)	0	\$ 2,966	\$ 44,193	14.90	\$ 3,942
E2	New Energy Management Systems	0.00	10,058	1,187	0	\$ 1,935	\$ 20,043	10.36	\$ 1,788
E3	Demand Controlled Ventilation	0.00	1,024	182	0	\$ 242	\$ 3,610	14.95	\$ 322
E6	RTU Refurbishment	0.00	3,176	658	0	\$ 816	\$ 18,607	22.81	\$ 1,660
E11	Water Conservation	0.00	228	0	0	\$ 231	\$ 4,094	17.73	\$ 365
E13	Infiltration Reductions	0.00	735	433	0	\$ 392	\$ 5,188	13.23	\$ 463
E23	Temperature Controls	0.00	9,078	1,059	0	\$ 1,737	\$ 4,512	2.60	\$ 402
<b>Grand Total</b>		<b>68.49</b>	<b>48,068</b>	<b>3,156</b>	<b>0</b>	<b>\$ 8,318</b>	<b>\$ 100,247</b>	<b>12.05</b>	<b>\$ 8,942</b>

## Fish and Game Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	148.87	20,448	0	0	\$ 3,293	\$ 40,501	12.30	\$ 5,142
E10	High Efficiency Aquarium Pumps	3.96	2,888	0	0	\$ 364	\$ 2,734	7.52	\$ 347
E11	Water Conservation	0.00	639	0	0	\$ 72	\$ 634	8.79	\$ 81
E13	Infiltration Reductions	0.00	2,743	0	0	\$ 442	\$ 5,444	12.31	\$ 691
E15	Pipe Insulation	0.00	0	0	0	\$ 148	\$ 3,657	25.00	\$ 464
E20	Energy Star Refrigerators	0.00	604	0	0	\$ 88	\$ 1,023	11.57	\$ 130
E23	Temperature Controls	0.00	5,702	0	0	\$ 1,635	\$ 15,606	9.55	\$ 1,991
<b>Grand Total</b>		<b>152.82</b>	<b>33,022</b>	<b>0</b>	<b>0</b>	<b>\$ 6,041</b>	<b>\$ 69,600</b>	<b>11.62</b>	<b>\$ 8,638</b>

## Natural & Cult Resources Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	110.23	23,340	(141)	(358)	\$ 3,038	\$ 22,348	7.36	\$ 874
E7	New Windows	0.00	0	0	27	\$ 38	\$ 20,878	554.75	\$ 816
E10	High Efficiency Aquarium Pumps	15.83	11,554	0	0	\$ 1,394	\$ 9,354	6.71	\$ 366
E11	Water Conservation	0.00	0	0	111	\$ 215	\$ 720	3.35	\$ 28
E13	Infiltration Reductions	0.00	112	0	325	\$ 483	\$ 2,700	5.63	\$ 106
E21	Solar PV Array	0.00	70,398	0	0	\$ 7,523	\$ 164,204	21.83	\$ 6,418
E23	Temperature Controls	0.00	12,713	1,534	987	\$ 3,840	\$ 8,868	2.31	\$ 347
<b>Grand Total</b>		<b>126.06</b>	<b>118,118</b>	<b>1,392</b>	<b>1,091</b>	<b>\$ 16,510</b>	<b>\$ 229,072</b>	<b>13.88</b>	<b>\$ 8,954</b>

## Transportation Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	177.06	29,763	(21)	(16)	\$ 4,854	\$ 50,570	10.42	\$ 2,789
E13	Infiltration Reductions	0.00	0	0	0	\$ 1,308	\$ 5,872	4.49	\$ 324
E15	Pipe Insulation	0.00	0	0	0	\$ 187	\$ 2,807	15.00	\$ 155
E21	Solar PV Array	0.00	31,403	0	0	\$ 3,513	\$ 89,146	25.38	\$ 4,916
E23	Temperature Controls	0.00	249	0	0	\$ 3,037	\$ 14,811	4.88	\$ 817
<b>Grand Total</b>		<b>177.06</b>	<b>61,415</b>	<b>(21)</b>	<b>(16)</b>	<b>\$ 12,898</b>	<b>\$ 163,207</b>	<b>12.65</b>	<b>\$ 9,000</b>

## All Agencies

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (years)	M&V Costs
E1	Lighting System Improvements	1,392.89	352,055	(2,142)	(4,060)	\$ 48,202	\$ 805,182	12.58	\$ 18,694
E2	New Energy Management Systems	0.00	507,120	10,663	7,927	\$ 84,954	\$ 1,026,639	12.08	\$ 15,186
E3	Demand Controlled Ventilation	0.00	2,432	182	3,056	\$ 4,037	\$ 30,549	7.57	\$ 680
E4	Chiller Replacement	187.85	44,731	0	0	\$ 7,508	\$ 338,132	45.04	\$ 4,494
E6	RTU Refurbishment	0.00	3,178	658	0	\$ 816	\$ 18,607	22.81	\$ 1,680
E7	New Windows	0.00	0	0	27	\$ 38	\$ 20,878	554.75	\$ 816
E9	Variable Frequency Drives	0.00	53,047	0	0	\$ 7,159	\$ 28,764	4.02	\$ 382
E10	High Efficiency Aquarium Pumps	19.78	14,442	0	0	\$ 1,758	\$ 12,088	6.88	\$ 713
E11	Water Conservation	0.00	868	29	294	\$ 1,167	\$ 14,510	12.43	\$ 594
E13	Infiltration Reductions	0.00	5,441	1,138	996	\$ 4,153	\$ 30,821	7.42	\$ 1,738
E15	Pipe Insulation	0.00	0	758	86	\$ 1,004	\$ 18,887	18.79	\$ 784
E16	New Transformers	75.79	55,590	0	0	\$ 8,096	\$ 89,217	11.02	\$ 1,186
E20	Energy Star Refrigerators	0.00	2,179	0	0	\$ 287	\$ 2,964	10.32	\$ 156
E21	Solar PV Array	0.00	255,311	0	0	\$ 31,754	\$ 581,209	17.67	\$ 15,426
E23	Temperature Controls	0.00	27,740	2,593	987	\$ 10,248	\$ 43,797	4.27	\$ 3,547
<b>Grand Total</b>		<b>1,876.31</b>	<b>1,324,133</b>	<b>13,879</b>	<b>9,312</b>	<b>\$ 211,182</b>	<b>\$ 2,842,228</b>	<b>13.46</b>	<b>\$ 68,035</b>

9. Delete Exhibit 2, Energy Savings Guarantee, Section 2.2 Table 1: Guaranteed Energy Savings and substitute the following:

**Table 1: Guaranteed Energy Savings**

Ecm #	ECM Name	Annual kW	kWh	Natural Gas (Therms)	Propane (Gallons)	#2 Fuel Oil (Gallons)	Water (CCF)	Total Project Savings
1	Lighting System Improvements	1,392.9	352,055	(2,142)	(4,060)	(264)	0	\$48,202
2	New Energy Management Systems	0	507,120	10,663	7,927	0	0	\$84,954
3	Demand Controlled Ventilation	0	2,432	182	3,056	0	0	\$4,037
4	Chiller Replacement	187.8	44,731	0	0	0	0	\$7,508
6	RTU Refurbishment	0	3,176	658	0	0	0	\$816
7	New Windows	0	0	0	27	0	0	\$38
9	Variable Frequency Drives	0	53,047	0	0	0	0	\$7,159
10	High Efficiency Aquarium Pumps	19.8	14,442	0	0	0	0	\$1,758
11	Water Conservation	0	868	29	294	0	75	\$1,167
13	Infiltration Reductions	0	5,441	1,138	996	754	0	\$4,153
15	Pipe Insulation	0	0	758	86	174	0	\$1,004

16	New Transformers	75.8	55,590	0	0	0	0	\$8,096
20	Energy Star Refrigerators	0	2,179	0	0	0	0	\$287
21	Solar PV Array	0	255,311	0	0	0	0	\$31,754
23	Temperature Controls	0	27,740	2,593	987	2,095	0	\$10,248
Guaranteed Energy Savings		1,676	1,324,133	13,879	9,312	2,759	75	\$211,182

10. Delete Plug Load Controls ECM #17 from Exhibit 2, Section 2.4 table.
11. Delete Plug Load Controls ECM #17 from Exhibit 3, Section 1.6 Training Table
12. Delete Plug Load Controls ECM #17 from Exhibit 6, Table 6.1

All other provisions of that Contract, approved by Governor and Council on October 23, 2019, and amended on December 18, 2020 shall remain in full force and effect.

AMERESCO, INC.

*[Signature]*

Title Senior Vice President

Date: 10/27/2021

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 27 day of October

2021, there appeared before me, in the State, and county foresaid a person, who satisfactorily identified himself as

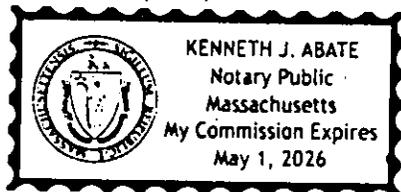
Peter N. Christakis, and acknowledged that he executed this document indicated above.

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

*[Signature]*  
Notary Public/Justice of the Peace

My Commission Expires:

5/1/2026  
(Date)



STATE OF NEW HAMPSHIRE

*[Signature]*

Title Commissioner

Date: 11-10-21

OFFICE OF THE ATTORNEY GENERAL

BY: *[Signature]*

*[Signature]*  
(Print Name)

Title: Assistant Attorney General

Date: 11/10/2021

The foregoing contract amendment was approved by Governor and Council of New Hampshire on:

\_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

AMERESCO, INC.  
ASSISTANT SECRETARY'S CERTIFICATE

I, John W. Pickett, the duly elected Assistant Secretary of Ameresco, Inc., a Delaware corporation (the "Corporation"), hereby certify in such capacity, and not individually, as follows:

1. As of the date hereof, Peter Christakis, is a duly elected or appointed officer of the Corporation, holding the office of Senior Vice President, and as such is authorized to execute and deliver, in the name and on behalf of the Corporation, that certain Second Amendment to Seacoast Energy Savings Performance Contract to which this certificate is attached (the "Second Amendment"); and

2. The Second Amendment, when executed and delivered by Peter Christakis in the name and on behalf of the Corporation, shall be valid and binding upon the Corporation.

Executed as of October 27, 2021.

  
\_\_\_\_\_  
Name: John W. Pickett  
Title: Assistant Secretary

# 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 AMERESCO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 27, 2000. 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: 356531

Certificate Number : 0005463799



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of November 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)

2/1/2021

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> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 617-261-6700		FAX (A/C No.): 617-646-0400
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Zurich American Insurance Company	16535
		<b>INSURER B:</b> James River Insurance Company	12203
		<b>INSURER C:</b> RSUI Indemnity Company	22314
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 443933356      **REVISION NUMBER:**

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

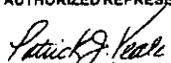
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO585238808	1/31/2021	1/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP585238708	1/31/2021	1/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			00087963-2 NHA092972	1/31/2021 1/31/2021	1/31/2022 1/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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 N	WC595394509	1/31/2021	1/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Installation Floater

\$15,000,000 Installation Floater is split between the following markets:

Zurich 50% - Policy #PWG455350517 - Effective Date 1/31/21 - 1/31/22 | Carrier: Zurich American Insurance Company of IL  
 Sompo 33.33% - Policy # IMP10014884401 - Effective Date 1/31/21 - 1/31/22 | Carrier: Endurance American Specialty Ins Co  
 Chubb 10% - Policy #30035641 - Effective Date 1/31/21 - 1/31/22 | Carrier: Federal Insurance Company  
 London 6.67% - Policy # UMR B1263EG0866821 - 1/31/21 - 1/31/22 | Carrier: Underwriters at Lloyd's, London  
 See Attached...

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> Ameresco, Inc. 111 Speen Street Suite 410 Framingham MA 01701	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Other terms/conditions may apply as per policy terms/conditions.

State of New Hampshire and Seacoast Science Center, 570 Ocean Blvd, Rye NH are Additional Insured as respects to listed policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

mlc

71

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301

Office@das.nh.gov



Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

November 3, 2020

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 an amendment to a current contract with Ameresco, Inc., Framingham, MA. vendor code #162569 to install energy conservation measures at several state owned buildings located in the seacoast region approved by Governor and Executive Council on October 23, 2019, Late Item B. The amendment shall begin with Governor and Council approval until March 31, 2026. This amendment will allow the Department of Administrative Services more flexibility to select the best additional energy conservation measures for each state agency. The cost of these additional energy conservation measures will be paid from energy rebates that are obtained as part of the energy conservation project and deposited in the Energy Efficiency Revolving Fund 01-14-14-144010-60470000-003-404693.

### EXPLANATION

The Department of Administrative Services developed a Request for Proposals and entered into a contract with Ameresco to implement guaranteed energy conservation measures at several buildings located in the Seacoast area. The facilities are managed by the following state agencies: Administrative Services, Department of Transportation, Fish and Game, Employment Security and Department of Natural and Cultural Resources.

This amendment will allow the Department of Administrative Services to apply any rebate funds obtained from the energy savings performance project to complete additional energy savings measures for each state agency based on the amount of rebate dollars that each state agency qualifies for.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
November 3, 2020  
Page 2 of 2

These additional energy conservation measures are contingent on receipt of any energy rebates at no additional cost to the State.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ch Arlinghaus', written in a cursive style.

Charles M. Arlinghaus,  
Commissioner

Contract Amendment  
Seacoast Energy Savings Performance Contract

It is hereby agreed that the contract approved by NH Governor and Council on October 23, 2019, between Ameresco, Inc., as "Contractor" and the Department of Administrative Services as "State", to install energy conservation measures at several state owned buildings located in the seacoast region of New Hampshire, is amended as follows:

1. Delete in its entirety section Exhibit B, Paragraph 1.2 and substitute therefore the following:

1.2 This contract will enable the State to reduce utility costs by \$211,922 in the first year, through the acquisition of \$2,926,839 ("Agreement Price") in capital improvements. The Agreement Price will be financed through Bank of America Public Capital Corporation. This financing is estimated to cost \$761,387 in interest costs. In addition, this project will qualify for electric utility incentives and grants ("Rebates"). Contractor estimates the Rebates to total \$246,712. Rebates shall be applied to additional contingent ECMs that are identified by the State. In no event shall the Contractor proceed with the installation of ECMs labeled "(CONTINGENT ON GRANTS and REBATES)" until the State and the Contractor reach mutual agreement on the contingent ECMs that will be installed and the Contractor receive written approval from the State. In no Event shall the ("Total Project Cost") exceed the (Agreement Price + Estimated Financing + Estimated Rebate Amount). This is the maximum cost allowed under the guidelines RSA 21-I:19a-e.

2. Delete in its entirety Exhibit B, Paragraph 1.3

3. Delete in its entirety Exhibit B, Paragraph 1.4 and substitute therefore the following:

1.4 The payment by the State of the Agreement Price and any Rebate contingent projects with Rebate funds shall be the only, and the complete, reimbursement of 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 Agreement Price plus the price of any contingent ECMs paid using Grants and Rebates.

4. Delete in its entirety Exhibit 1a.

All other provisions of that certain service agreement, approved by Governor and Council on October 23, 2019, shall remain in full force and effect.

AMERESCO, Inc.

BY

  
Michael J. Daigneault  
Title Senior Vice President

STATE OF NEW HAMPSHIRE

BY

  
Title 11-4-20

Company Ameresco, Inc.

State of Massachusetts

County of Middlesex

On the 27<sup>th</sup> day of October,  
2020, there appeared before me, in the  
State and county foresaid a person who  
satisfactorily identified himself as

Michael J. Daignault, and

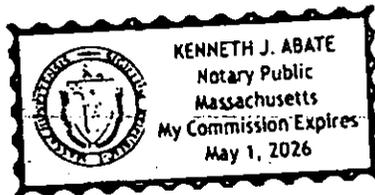
acknowledged that he executed this  
document indicated above.

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

Kenneth J. Abate  
Notary Public/Justice of the Peace

My Commission Expires:

5/1/2026



Company Ameresco, Inc.

State of Massachusetts

County of: Middlesex

On the 27<sup>th</sup> day of October,  
2020, there appeared before me, in the  
State and county foresaid a person who  
satisfactorily identified himself as

Michael J. Daignault, and

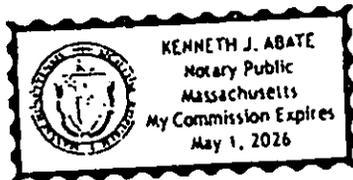
acknowledged that he executed this  
document indicated above.

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

Kenneth J. Abate  
Notary Public/Justice of the Peace

My Commission Expires:

5/1/2026



Attorney General's Office (form, substance and execution)  
Takmina Rakhmatova 11/9/2020

[Signature]  
**DEPUTY SECRETARY OF STATE**  
DEC 18 2020

AMERESCO, INC.  
CERTIFICATE OF INCUMBENCY

I, John W. Pickett, the duly elected Assistant Secretary of Ameresco, Inc., a Delaware corporation (the "Corporation"), and in connection with that certain Contract Amendment to the Seacoast Energy Savings Performance Contract between the New Hampshire Department of Administrative Services and Ameresco, Inc. to which this certificate is attached, hereby certify in such capacity, and not personally, as follows:

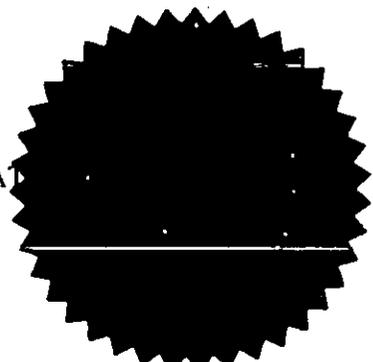
1. As of the date hereof, **Michael J. Daigneault**, is a duly elected or appointed officer of the Corporation, holding the office of **Senior Vice President – Development**, and as such is authorized to execute and deliver contracts and other obligations of the Corporation in the name and on behalf of the Corporation; and

2. Any such contract or obligation, when executed and delivered by **Michael J. Daigneault** in the name and on behalf of the Corporation, shall be valid and binding upon the Corporation.

Executed as of October 27, 2020.

  
\_\_\_\_\_  
John W. Pickett  
Assistant Secretary

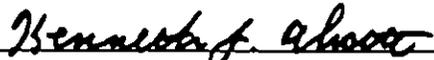
CORPORATE SEAL



STATE OF: Massachusetts

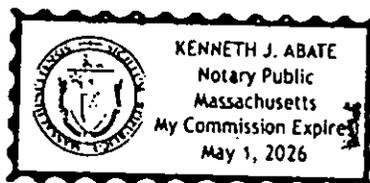
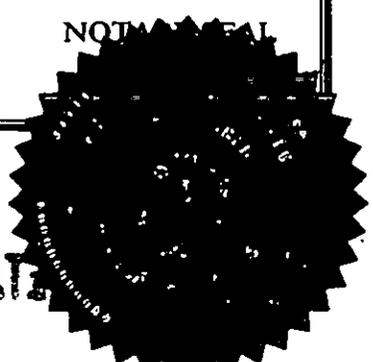
COUNTY OF: Middlesex

On this the 27<sup>th</sup> day of October, 2020, before me personally appeared John W. Pickett, who being by me duly sworn, did depose and say that he is the Assistant Secretary of Ameresco, Inc. and is authorized to execute and deliver the above instrument.

NOTARY PUBLIC: 

COMMISSION EXPIRES: 5/1/2026

NOTARY SEAL



STATE OF MASSACHUSETTS

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 AMERESCO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 27, 2000. 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: 356531

Certificate Number : 0005037527



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of November A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/31/2020

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> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 617-261-6700		<b>FAX (A/C No.):</b> 617-648-0400
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Zurich American Insurance Company			16535
<b>INSURER B:</b> James River Insurance Company			12203
<b>INSURER C:</b> RSUI Indemnity Company			22314
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

COVERAGES      CERTIFICATE NUMBER: 1594211776      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 INSR 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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLO585238807	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BAP585238707	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		00087963-1 NHA088917	1/31/2020 1/31/2020	1/31/2021 1/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/DEPUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCS95394508	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \$15,000,000 Installation Floater is split between the following markets:  
 Zurich 50% - Policy #PWG455350518 - Effective Date 1/31/20 - 11/30/20 | Carrier: Zurich American Insurance Company of IL  
 Sampo 33.33% - Policy # IMP10014884400 - Effective Date 1/31/20 - 11/30/20 | Carrier: Endurance American Specialty Ins Co  
 Chubb 10% - Policy #30035640 - Effective Date 1/31/20 - 11/30/20 | Carrier: Federal Insurance Company  
 London 6.67% - Policy # UMR 81263EG0866820 - Effective Date 1/31/20 - 11/30/20 | Carrier: Underwriters at Lloyd's, London  
 Other terms/conditions may apply as per policy terms/conditions.

See Attached...

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol Street Concord NH 03301	<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 
--	---



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Ameresco, Inc. 111 Speen Street Suite 410 Framingham MA 01701
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

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

State of New Hampshire and Seacoast Science Center, 570 Ocean Blvd, Rye NH are Additional Insured as respects to listed policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

B m/c

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2069

October 17, 2019

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

## REQUESTED ACTION

(1) Authorize the Department of Administrative Services to enter into a contract with Ameresco, Inc., Framingham, MA, vendor code #162569, to install energy conservation measures at twenty-nine state owned buildings located in the Seacoast Region, NH. The cost to implement the various energy conservation measures is \$2,926,839. The project includes monitoring and verification for 5 years after the date of final completion. The contract will be effective upon Governor and Council approval through March 31, 2026.

(2) Further, authorize the Department of Administrative Services to install and pay for additional energy and fossil fuel energy conservation measures with the use of any rebates or grants that may be obtained during the life of the project for a not to exceed cost of \$246,712. These energy and fossil fuel energy conservation measures are contingent on receipt of any rebates and or grants, effective upon Governor and Council approval through March 31, 2026. The rebate funds shall be deposited in the following account: Department of Administrative Services, Energy Efficiency Revolving Fund 01-14-14-144010-60470000-003-404693

Funding provided by Banc of America Public Capital Corp will be deposited into an escrow account and available to the Department of Administrative Services, Employment Security, Fish & Game Department, Department of Natural & Cultural Resources, and the Department of Transportation in SFY2020 and SFY2021 to pay Ameresco, Inc. for work performed under the contract.

## EXPLANATION

The Department of Administrative Services developed a Request for Proposals to implement guaranteed energy conservation measures at twenty-nine state owned buildings located in the Seacoast Region, NH. The buildings fall under the Department of Administrative Services, Employment Security, Fish & Game Department, Department of Natural & Cultural Resources, and the Department of Transportation. These buildings were targeted as part of a regional pilot for this type of project. These savings will be

utilized to offset the cost of the measures with a payback of less than 20 years. In accordance with RSA 21-1:19-d the cost of the energy and fossil fuel reduction improvements must be financed within 20 years from guaranteed energy cost savings through a performance contract and requires no upfront capital from the State.

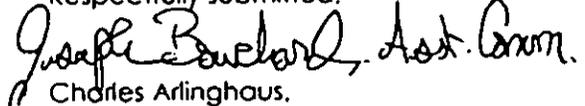
Notification of the RFP was released on July 17, 2018 to several firms within the industry. The RFP was also posted on the Department of Administrative Services web site. Bids were received from three Energy Service Companies of which two were compliant. The RFP requested that the Energy Service Companies propose their energy and fossil fuel saving measures for the following categories: lighting systems and controls, building automated control systems, HVAC, premium efficiency motors and variable frequency drives, building envelope, water conservation, domestic hot water systems and renewable energy systems. In accordance with Executive Order 2016-3 state agencies are required to reduce fossil fuel usage by 30 percent from the base year of 2005 by 2020. A project such as this one makes progress towards this goal without investment from the capital budget.

Proposals were submitted on July 24, 2018 from three firms. A five-member review team comprised of representatives from Department of Administrative Services, Employment Security, Fish & Game Department, Department of Natural & Cultural Resources, and the Department of Transportation (collectively referred to as "the State") rated each proposal using criteria established and published in the RFP. The criteria were broken down into the following areas: 20% energy reductions, 5% presentation and responsiveness, 10% qualifications, experience and resources, 35% technical approach, 20% project cost and 10% management approach. Based on the evaluation criteria, Ameresco, Inc. was chosen as the highest-ranking proposal.

Ameresco Inc. conducted a detailed audit or IGA of the twenty-nine state owned buildings from December 2018 to May of 2019. The results of the IGA were submitted to the state on June 21, 2019. The state then worked with Ameresco to develop the scope of work and specifications that are included in this contract to install the actual energy saving measures.

This is a complete turnkey project with Ameresco, Inc. providing design, construction and commissioning of the energy saving initiatives. The cost for the energy saving initiatives (Requested Action # 1) totals \$2,926,839 and is detailed in Exhibit 1. This cost includes \$66,364 for Ameresco Inc., to provide measurement and verification (M&V) services for 5 years after completion of the project. Energy savings are being guaranteed for five years after the final acceptance of the project. In accordance with RSA 21-1: 19-d, the cost of the energy conservation measures will be financed through a separate financing agreement with Banc of America Public Capital Corp through the State Treasurer and paid back with energy cost savings over a period 19 years.

Requested Action #2 is for additional energy saving initiatives that will be paid from any rebates and or grants that we may receive as part of this project. The initiatives are further described in Exhibit # 1a. We are anticipating \$246,712 in rebates from the electric utilities. If the rebates and or grant do not materialize, we will not move forward with these energy saving initiatives.

Respectfully submitted,  
  
Charles Arlinghaus,  
For Commissioner

Attachment C - Form P-37  
RFP #2019-211

Subject: Performance Contract for 29 state-owned facilities in the Seacoast Region, NH

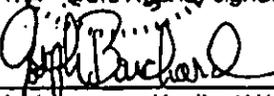
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Ameresco, Inc.		1.4 Contractor Address 111 Speen Street, Framingham, MA 01701	
1.5 Contractor Phone Number (508) 661-2200	1.6 Account Number Multiple	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$2,926,839
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael J. Daigneout, Senior Vice President	
1.13 Acknowledgement: State of Massachusetts, County of Middlesex On September 17, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Kenneth J. Abate, Proposal Team Leader			
1.14 State Agency Signature  Date: 10-17-19		1.15 Name and Title of State Agency Signatory Joseph Bruchard, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Talitha Lina Rakunatasa On: 10/17/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

B m/c

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2069

October 17, 2019

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

## REQUESTED ACTION

(1) Authorize the Department of Administrative Services to enter into a contract with Ameresco, Inc., Framingham, MA, vendor code #162569, to install energy conservation measures at twenty-nine state owned buildings located in the Seacoast Region, NH. The cost to implement the various energy conservation measures is \$2,926,839. The project includes monitoring and verification for 5 years after the date of final completion. The contract will be effective upon Governor and Council approval through March 31, 2026.

(2) Further, authorize the Department of Administrative Services to install and pay for additional energy and fossil fuel energy conservation measures with the use of any rebates or grants that may be obtained during the life of the project for a not to exceed cost of \$246,712. These energy and fossil fuel energy conservation measures are contingent on receipt of any rebates and or grants, effective upon Governor and Council approval through March 31, 2026. The rebate funds shall be deposited in the following account: Department of Administrative Services, Energy Efficiency Revolving Fund 01-14-14-144010-60470000-003-404693

Funding provided by Banc of America Public Capital Corp will be deposited into an escrow account and available to the Department of Administrative Services, Employment Security, Fish & Game Department, Department of Natural & Cultural Resources, and the Department of Transportation in SFY2020 and SFY2021 to pay Ameresco, Inc. for work performed under the contract.

## EXPLANATION

The Department of Administrative Services developed a Request for Proposals to implement guaranteed energy conservation measures at twenty-nine state owned buildings located in the Seacoast Region, NH. The buildings fall under the Department of Administrative Services, Employment Security, Fish & Game Department, Department of Natural & Cultural Resources, and the Department of Transportation. These buildings were targeted as part of a regional pilot for this type of project. These savings will be

Attachment C - Form P-37

RFP #2019-211

Subject: Performance Contract for 29 state-owned facilities in the Seacoast Region, NH

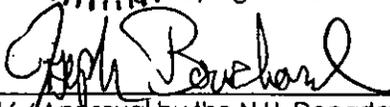
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Ameresco, Inc.		1.4 Contractor Address 111 Speen Street, Framingham, MA 01701	
1.5 Contractor Phone Number (508) 661-2200	1.6 Account Number Multiple	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$2,926,839
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael J. Daigneault, Senior Vice President	
1.13 Acknowledgement: State of Massachusetts, County of Middlesex On <u>September 17, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  			
Name and Title of Notary of Justice of the Peace Kenneth J. Abate, Proposal Team Leader			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Bouchard, Commissioner Department of Administrative Services	
Date: <u>10-17-19</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Johanne Rehwald</u> On: <u>10/17/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: 			

**DEPUTY SECRETARY OF STATE**

**OCT 23 2019**

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment A

### Building List and Information

<i>Agency</i>	<i>Facility Name</i>
<b>Court Facilities</b>	Dover Circuit Court
	Portsmouth Circuit Courthouse
	Rochester Circuit Courthouse
	Rockingham Superior Courthouse
<b>EMPLOYMENT SECURITY DEPT</b>	Portsmouth Employment Security
	Somersworth Employment Security
<b>FISH AND GAME DEPT</b>	(GBR01) Great Bay Depot
	(GBR02) Great Bay Discovery Center
	(GBR03) Great Bay Gregg Conservation Center
	(REG3-01) Region 3 Office
<b>NATURAL &amp; CULT RESOURCES DEPT</b>	(ODN01) Science Center
	(HMB03) South Beach Maintenance Garage
	(HMS05) North Beach Bathhouse
	(WAL01) Wallis Sands Beach Bathhouse
<b>TRANSPORTATION DEPT</b>	District 6 - District Office
	District 6 - Shed 605
	District 6 - Shed 606
	District 6 - Shed 607
	District 6 - Shed 609
	District 6 - Shed 610
<b>Turnpikes</b>	Turnpikes - Hampton Maintenance - 7015

Office Use Only  
 (DSFM 106 rev 2/2017)  
 Date Rcv: \_\_\_\_\_  
 Rcv By: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 CK #: \_\_\_\_\_  
 AU: \_\_\_\_\_

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY

John J. Barthelmes

Division of Fire Safety

Office of the State Fire Marshal

J. William Degnan, State Fire Marshal

Mailing Address: 33 Hazen Drive Concord NH 03305

603-223-4289, Fax 603-223-4294

TDD Access: Relay NH 1-800-735-2964 Arson Hotline 1-800-400-3526



STATE BUILDING PERMIT APPLICATION

Submit a separate application per permit

APPLICATION

Applicant Information (Property Owner)

Property Information

Name: Charles M. Arlinghaus

Building Name: \_\_\_\_\_

Title: Commissioner-Dept of Administrative Services

Map/Lot#: \_\_\_\_\_

Address: 25 Capitol Street

Address: \_\_\_\_\_

City: Concord State :NH Zip:03301

City: Concord State: NH Zip:03301

Email: Charles.arlinghaus@das.nh.gov

Telephone #: 603-271-3201

APPLICATION INFORMATION

Permit Type (Check One):

- Building Construction
- Fire Protection
- Electrical
- Mechanical (Fuel Gas/Equipment)
- Mechanical (Non-Fuel gas portion of work)
- Plumbing

Construction Type:

- New Construction
- Addition
- Renovation

IBC Use Group: \_\_\_\_\_ Building Area: \_\_\_\_\_ SF

CONTRACTOR INFORMATION

General Contractor Name: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

LICENSING INFORMATION

*\*Please provide a copy of applicable license for electrical, plumbing or mechanical applications\**

- Electrical
- Fire Protection
- Mechanical (Fuel Gas)
- Plumbing

NH License #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

RESPONSIBLE DESIGN PROFESSIONAL (IF APPLICABLE)

Name: \_\_\_\_\_ NH License # & Exp. Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Brief Description:

Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify, subject to the penalties of unsworn falsification pursuant to RSA 641:3, that all statements made on this application are true to the best of my knowledge and that I am responsible to ensure that all construction work will be completed in accordance with all Federal, State and local laws and ordinances, including local Zoning Ordinances as applicable and the State of NH Building Code, and that I further authorize employees and or agents of the NH Fire Marshal's Office to enter this property for purposes of inspections.

**PERMIT FEES PURSUANT TO NH CODE OF ADMINISTRATIVE RULES Saf-C 8105**

\*Please make checks payable to "Treasurer, State of New Hampshire"

Calculations: (Electrical/Mechanical/Plumbing)

Total cost of construction for permit calculation :\$ \_\_\_\_\_ ( electrical/mechanical/plumbing only)

NO. COST PROJECT AMOUNT	MULTIPLY	TOTAL INSP. FEE MIN: \$75.00
1 <sup>st</sup> 100,000 0.01-100,000	1.2%	
2 <sup>nd</sup> 100,000 100,000.01-300,000	0.5%	
3 <sup>rd</sup> 100,000 300,000.01 +	0.3%	
<b>Total Amount:</b>		

**Re-Inspection Fee (Electrical/Mechanical /Plumbing)**

10% Re-inspection Fee: 10% of the fee calculated, provided that the fee shall not be less than \$100.00 nor more than \$500.00.

**New Commercial Permit Fee (Building)**

FEE TYPE	SQUARE FOOTAGE	FEE AMOUNT	TOTAL INSP. FEE
BUILDING PERMIT		0.30	
OTHER STRUCTURES min. \$35.00		1.00	

**New Commercial Renovation Permit Fee (Building)**

FEE TYPE	SQUARE FOOTAGE	FEE AMOUNT	TOTAL INSP. FEE
BUILDING PERMIT		0.15	
OTHER STRUCTURES min. \$35.00		\$1.00	

**New Commercial Permit & Renovation Permit Fee (Fire Protection)**

FEE TYPE	# OF DEVICES	FEE AMOUNT EACH	TOTAL INSP. FEE MIN: \$35.00
FIRE PROTECTION		1.00	

**Re-Inspection fee for Building, Fire Protection and Other; Permit fee is \$100.00 per inspection**

**Attachment C**  
**Criminal History Record Information Release Form**



# State of New Hampshire

Criminal Records Unit

Department of Safety  
DIVISION OF STATE POLICE

33 Hazen Drive, Concord, NH 03305

## CRIMINAL HISTORY RECORD INFORMATION RELEASE AUTHORIZATION FORM

### INSTRUCTIONS

NH RSA 106-B:14 and Administrative Rule 841-C 5700 authorize the dissemination of NH Criminal History Record Information (CHRI) for non-criminal justice purposes. In NH, all CHRI is confidential and released only upon the knowledge and permission of the individual of whom the request is made. Individuals requesting their own record in person need only to complete Section I. If the CHRI is to be released to a third party, both Section I and Section II must be completed. All requests by mail must have both sections completed and Section II notarized.

### SECTION I (PLEASE PRINT CLEARLY)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Maiden \_\_\_\_\_ MI \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_ Male  Female

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

My signature below signifies I am the individual listed above and the information provided is true.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed under penalty of unsworn falsification pursuant to RSA 641:13

### PURPOSE OF RECORD

Housing  Employment  Annulment/Expungement  Other \_\_\_\_\_

### SECTION II

I hereby authorize the release of my criminal record conviction(s), if any, to the following:

Person or Entity to Receive Record \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of person/entity to receive record \_\_\_\_\_ (Affix seal) Date \_\_\_\_\_

### RECORD CHALLENGE

841-C 5703.11 Procedure for Challenging a CHRI (a) Persons or their attorneys seeking access to their CHRI for the purpose of challenge or correction shall appear at the central repository. (b) A copy shall be provided to a person if after review he/she indicates he/she needs the copy to pursue the challenge. (c) Any person making a challenge shall identify that portion of his/her CHRI which he/she believes to be inaccurate or incorrect, and shall also give a correct version of his/her record with an explanation of the reason that he/she believes his/her version to be correct. (d) The director shall take the following actions within 30 days of receipt of challenge: (1) Review the records and contact the law enforcement agency or court which submitted the record to compare the information to determine whether the challenge is valid. (2) If the challenge is valid, which means there is a discrepancy between the information submitted and the information maintained by the law enforcement agency or court, the record shall be corrected and the person and appropriate CJAs shall be notified, and (3) If the challenge is invalid, the person shall be informed and advised of the right to appeal pursuant to RSA 541. (e) When a record has been corrected, the division shall notify all non-criminal justice agencies, to whom the data has been disseminated in the last year, of the correction. (f) The person shall be entitled to review the information that records the facts, dates, and results of each formal stage of the criminal justice process through which he passed, to ensure that all such steps are completely and accurately recorded.

**WARNING:** The Division of State Police is the Criminal Record Repository for the State of New Hampshire. The record you have received is based only on what has been reported to the Repository and may not be a complete Criminal History Record of the named individual.

To prevent a delay in processing, I have enclosed a self-addressed envelope.

Prepaid Acc't Number \_\_\_\_\_

A \$25.00 fee is required for each request. Make checks payable to: State of NH - Criminal Records.

# Agreement for Guaranteed Energy Savings

## Exhibit A Scope of Services

1. The State of New Hampshire, acting through the Department of Administrative Services ("State") engages Ameresco ("Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in Exhibits 1-6 incorporated herein ("Services").
2. Contractor has performed a comprehensive assessment of the Facilities and submitted an Investment Grade Audit to provide certain services and equipment. The Contractor shall perform the Services at the following facilities (each, a "Facility" and collectively, the "Facilities"):
  - See Attachment A for Building List.
3. The Contractor is guaranteeing that the State will realize energy cost savings during each year of the Term, as defined in Section 3.1, calculated and adjusted according to the terms of Section 9 and Exhibit 2, equal or greater than the guaranteed amounts shown in Section 7.
4. The State has accepted the Investment Grade Audit, performed by Ameresco, revised June 21, 2019, and wishes to engage Contractor to evaluate, design, furnish, install, commission, measure and verify energy efficiency improvements to the Facilities for the purpose of reducing energy consumption and costs.
5. The work to be performed at the Facilities by Contractor (the "Services" or the "Project") will be performed in two phases. The first phase will be a complete design, installation, commissioning, and initial measurement and verification of the Energy Conservation Measures (ECMs). The second phase will be the periodic measurement and verification of the ECMs and guarantee of energy cost savings. The second phase will also include facility staff training in the operation and maintenance of the installed ECMs during the time period in measurement and verification services are performed. A delineation of Operation, Maintenance Services and Responsibilities for both the State and Contractor is attached as Exhibit 3.

## 1. Definitions

**Agreement.** This Energy Savings Performance Agreement, including all attachments, appendices and exhibits attached hereto and all amendments and supplements hereto including the accepted Investment Grade Audit all of which are made part hereof as though herein set forth in full.

**Alteration Order.** A written agreement between the Contractor and the State that amends the Agreement and identifies Work that affects either the Contract Price, completion date for any Energy Conservation Measure, Credit or any combination thereof.

**Baseline Energy Use.** A calculation of energy uses of a building or piece of equipment for a specified period that is used to project energy use had the Project not been implemented. It is calculated by taking the energy consumption for a similar period prior to Project implementation (as recorded in the Energy Use History) and adjusting it to reflect changes for agreed upon variables, such as degree days, occupancy and building use, and energy costs in accordance with a methodology set forth in Exhibit 2. Energy use savings attributable to the Project are determined in accordance with the methodology set forth in Exhibit 2.

**Certificate of Project Acceptance.** The written Certificate of Final Completion and Acceptance is issued by the State to the Contractor pursuant to Section 7.5 certifying that the State accepts the Project as complete.

**Commissioning Report.** The report, required by section 7.1 of this Agreement, provided by the Contractor after installation of an ECM to verify that the specified equipment has been properly installed, is functioning properly, and with proper maintenance and operation has the potential to generate the predicted savings. The Commissioning Report includes documentation that provides a description and inventory of the installed energy efficient equipment, performance test results, and estimates of energy savings.

**Compensation Schedule.** The meaning assigned to that term in Exhibit B.

**Conditional Nature of Agreement.** The meaning assigned to that term in Paragraph 4 of the General Terms and Conditions Form P-37.

**Contract Documents.** Collectively the Department of Administrative Services (DAS) RFP #2019-211 Performance Contract for 29 Facilities in the Seacoast Region, NH, with addendums #1 - 5 which is incorporated herein by reference, Ameresco proposal in response to RFP # 2019-211, dated May 18, 2018, contract performance and payment bond, Specifications, Drawings, and

other documents included in the Agreement, and modifications, clarifications, and authorized Alteration Orders, issued after the execution of the Agreement, to complete the Project. All documents shall be written in English.

**Contract Price.** The meaning assigned to that term in Exhibit B, Paragraph 1.1

**Contractor.** The Energy Services Company that is responsible to perform according to the requirements set forth in this Agreement and includes all agents, subcontractors, employees and consultants whose services are utilized by the Energy Services Company in the performance of this Agreement.

**Credit.** Any change that results in a reduction in the Contract Price. All credits shall be processed with an Alteration Order.

**Day.** Shall refer to calendar day unless otherwise specified.

**Drawings (Plans).** The graphic and pictorial documents or reproductions thereof, which show the location, character, dimensions, and details of the prescribed work.

**Effective Date.** The meaning assigned to that term in Section 3.1.

**Energy Conservation Measure.** Each and all of the new devices or systems; or modifications of existing systems; or revised operations and maintenance procedures; furnished, installed, and/or implemented by the Contractor for the purpose of reducing energy use and achieving the Guaranteed Savings, as described in Exhibit 2.

**Energy Conservation Measure Acceptance.** The written certification by the State that it has accepted the ECM as complete and installed in accordance with the design, equipment, implementation and commissioning standards as set forth in this Agreement.

**Energy Conservation Measure Acceptance Date.** The date on which ECM Acceptance occurs, which shall be shown on the Certificate of ECM Acceptance to be provided by the State as set forth in Section 7.6.

**Energy Savings Performance Agreement.** This Agreement which is for an energy cost reduction project where the cost of implementing ECMs and the proposed ongoing energy services, including equipment maintenance, energy savings guarantees, and measurement and verification activities, is recovered through energy and energy-related cost savings. Financing will be provided through Third-Party Financing.

**Facility(ies).** The buildings, systems, and other energy-consuming or -

producing equipment included in the scope of this Agreement, as documented in Exhibit 6 and the Investment Grade Audit.

**Force Majeure.** The meaning assigned to that term in Section 12.

**Guaranteed Savings.** The annual energy savings calculated according to the method described in Exhibit 2, which Contractor guarantees will be realized by the State as a result of the Project.

**Investment Grade Audit.** Also referred to as the "Audit Report" or the "Study Report". A survey of existing energy systems of a Facility for the purpose of proposing ECMs and verifying that the proposed ECMs have the potential to generate energy savings and meet the financial requirements within the specified term. The results of an Investment Grade Audit are presented in a written report that includes a methodology for the calculation of the Baseline Energy Use and a description of physical conditions, equipment counts, nameplate data and control strategies. For each ECM recommended, the Investment Grade Audit generally provides equipment counts, implementation costs, efficiency levels or performance characteristics of the equipment comprising the proposed ECM, on-going maintenance costs, annual energy and cost savings, the useful life of the ECM, and a life-cycle cost analysis. Projected energy savings must account for interaction among recommended ECMs. See Section 4 and the State RFP #2019-211 "Performance Contract for 29 Facilities in Seacoast Region, NH".

**Measurement and Verification (M&V).** The process of monitoring and measuring the energy consumption of a facility or specific equipment or systems, before and after Project implementation, to determine if guaranteed or predicted energy savings are being realized.

**Operations and Maintenance (O&M).** The process of operating and maintaining newly installed energy saving equipment as further described in Exhibit 3.

**Project.** The energy and cost reduction program contemplated herein, pursuant to, inter alia, RSA 21-I:19 a-e.

**Project Acceptance ["Final Acceptance"].** The written certification by the State that it has accepted the Project as complete and installed in accordance with the design, equipment, implementation and commissioning standards as set forth in this Agreement. Further, the Contractor warrants that the Project will produce the annual Guaranteed Savings.

**Project Acceptance Date ["Final Acceptance Date"].** The date on which Project Acceptance occurs, which shall be shown on the Certificate of Project Acceptance to be provided by the State as set forth in Section 7.6.

**Punch List.** Uncompleted or corrective work that the Contractor is to complete or correct promptly prior to Final Project Acceptance.

**Standards of Service and Comfort.** The facility performance requirements to be maintained in accordance with Section 10 and Exhibit 5.

**State.** State of New Hampshire

**Substantial Completion.** As reasonably determined by an inspection by the State that the work or a portion thereof is substantially complete in accordance with the Contract Documents, such that the State may occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished or unacceptable Work.

**Third Party Financing.** Project financing provided to the State by an independent financial institution.

**Total Project Cost.** All costs associated with the development and implementation of an Energy Performance Contract, including, but not limited to: Investment Grade Audit, ECM design, procurement and installation; construction contract bonds; interest charges; training of facility staff; Measurement and Verification; maintenance and service; project management; and contractor overhead and profit.

**Work.** The construction and services required by the Contract Documents to furnish all labor, materials, equipment, and incidentals necessary to complete the duties, obligations, and requirements imposed by the Agreement.

## **2. Project Financing and Contract Bond**

**2.1** This Project is contingent upon financing being provided by Banc of America Public Capital Corporation. The established finance rate at the time of Governor and Council review shall be used to determine whether this Project continues to meet the 20-year payback requirements as stated in RSA 21-I:19 d.

**2.2** The Contractor shall furnish the State with a Payment and Performance Bond in an amount equal to 100% of the value of the Contract Price. The Payment and Performance Bond shall be in place for the duration of the construction phase of the Project which will conclude at Final Project Acceptance. The Contractor shall bear the full expense of the Payment and Performance Bond. The requirement for the Payment and Performance Bond will be terminated by the State on the Project Acceptance Date.

The Payment and Performance Bond shall be in a form and substance satisfactory to the State. The Payment and Performance Bond shall be maintained by the Contractor in full force and effect until Project Acceptance.

The Contractor or any of its sureties shall not be released from their obligations under the Payment and Performance Bond from any change or extension of time, or termination of this Contract.

The Performance and Payment Bonds apply only to the installation portion of the contract and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of twelve (12) months following completion and acceptance of the work.

The Payment and Performance Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The Payment and Performance Bond shall contain the Contract number and dates of performance.

The Contract Bond shall comply with RSA 447:16 and be executed by the Contractor and their Surety or Sureties, guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Project.

The State reserves the right to review the Payment and Performance Bond and to require the Contractor to substitute a more acceptable Payment and Performance Bond in such form(s) as the State deems necessary prior to acceptance of the Payment and Performance Bond.

**2.3** The Contractor assumes all liability for damage to or loss of Equipment and material directly purchased by the Contractor prior to its installation and Final Completion and Acceptance by the State.

### **3. Effective Date: Completion of Services**

**3.1** This Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this Agreement ("the Effective Date") and shall continue for a period of 76 months (the "Term"), which is comprised of an estimated sixteen (16) months of construction, followed by sixty (60) months of Measurement and Verification Services commencing after the Project Acceptance Date, unless sooner terminated under an Event of Default.

**3.2** If the date for commencement in Exhibits 1 through 6 precedes the Effective Date, all services performed by Contractor between the commencement date and 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 be under no obligation to pay the Contractor for any costs incurred or services performed; provided, however, if this Agreement becomes effective, all costs incurred prior to the effective date, that are approved by the State, shall be paid under the terms of this Agreement. All construction and ECM implementation services must be completed by the date specified for construction completion, as adjusted due to any variance between the actual Effective Date and the

anticipated start date of the Services in Exhibit 4.

#### **4. Investment Grade Audit and Report**

**4.1 Investment Grade Audit.** Contractor has performed an investment grade audit (the "Study") of the Facility at its sole expense. The Study has identified all feasible energy conservation, load management, building envelope, water conservation, and renewable resource options for which the total savings benefits are expected to exceed Total Project Cost over a period not to exceed twenty (20) years.

**4.2 Submittals.** The Contractor has furnished a written report of its findings (the "Study Report" contained in Appendix A which is incorporated herein by reference) including all of the information listed in Exhibits 1 through 6.

**4.3 Review; Acceptance.** The State has reviewed and accepted the Study Report.

#### **5. Design**

**5.1** Within 14 days of written receipt of the Governor and Council's approval of this Agreement for Guaranteed Energy Savings, Contractor shall commence the design and/or specification, as applicable, of the ECMs. Drawings and specifications for this Project shall be in compliance with all applicable laws, ordinances, rules, and codes, and shall be submitted to the State for review and approval, which shall not be unreasonably withheld or delayed.

**5.2** At the discretion of the State, the Contractor shall submit all drawings and specifications that require a Professional Engineer's stamp for review and approval by the New Hampshire State Fire Marshal. No actual construction for portions of the work that require a Professional Engineer's stamp shall begin before obtaining approval from the State Fire Marshal.

**5.3** Design review meetings shall be held at a minimum when design drawings are 50% complete and fully complete and any other time deemed necessary by the State. Contractor shall provide six (6) complete sets of documents for State review prior to each review meeting. State shall have 10 business days to review and provide comments after documents are received.

**5.4** The Contractor shall not proceed with obtaining or installing any ECM until the State has given written notice that it has reviewed and accepted the design documents or specifications, as applicable, for such ECM. Such acceptance shall not be unreasonably withheld or delayed.

**5.5** The Scope of Work, including the complete design, specification,

engineering, procurement, and installation of the ECMs listed on Exhibit 1 and as further detailed in Appendix A, the Study Report, shall be accomplished in accordance with the requirements outlined in the Study Report and all provisions of this Agreement.

**5.6** The drawings and specifications prepared for this Project shall not, without the prior written approval of the State, specify or require any article, design or process which requires payment by the State of royalties for its use.

## **6. Installation**

**6.1** Within 14 days of written receipt of notice of State acceptance of the design documents or specifications, as applicable, Contractor shall commence procuring, installing and/or implementing the ECMs.

**6.2** Without relieving it of, or in any way limiting, its obligations to the State under this Agreement, the Contractor may enter into purchase orders for the purchase of materials or Equipment in accordance with the provisions of this contract.

**6.3** All Project materials and Equipment installed in the Facilities by the Contractor or its subcontractors shall become the sole property of the State after installation and upon ECM Acceptance and payment in full therefor as provided in this Agreement.

**6.4** During the installation, the Facilities will be occupied. The Contractor shall perform all work with extreme care to avoid damage to existing construction and installations. The Contractor shall make all commercially reasonable provisions as to the scheduling of work and storage of materials to minimize interferences to the extent practicable and, to the extent practical, shall confine its operations, materials, and equipment within the immediate vicinity of the work. Contractor shall prearrange all disruptive and/or noise-producing construction activities with the Department of Administrative Services (DAS), Department of Natural & Cultural Resources (DNCR), Department of Transportation (DOT), Employment Security (ES), Fish & Game Department (F&G) staff so as not to unreasonably interfere with ongoing activities within the Facilities. The work shall be coordinated and planned in a manner which will permit normal operation of the facility with as minimal as practicable interruptions and/or inconvenience.

**6.5** Unless otherwise specifically provided for in the design documents, all equipment, materials and articles incorporated in the work covered by this Agreement are to be new and of the specification indicated in the Study Report. All work to be executed shall be of high quality and performed by skilled mechanics in a workmanlike manner. The State may require the Contractor to dismiss from the work any employee, employees, or subcontractors that the

State deems incompetent, careless, insubordinate, or otherwise objectionable. The State may reject any equipment and materials if such equipment and materials are inconsistent with the specifications of this contract. All equipment shall be installed to allow for easy access to perform maintenance and repairs.

**6.6** The Contractor shall provide adequate, clearly marked and/or lighted barricades or warning signs at all open trenches, excavation and contract work areas for the protection of the work and safety of the public and occupants.

**6.7** Contractor shall acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers, and permissions of every nature necessary to perform the work. This includes any City building and inspection permits. The State Permit Application Form is included as Attachment B.

**6.8** The Contractor shall, as directed during the progress of the work, remove and properly dispose of resultant dirt and debris and keep the premises reasonably clean. The Contractor shall take all necessary precautions during the progress of the work to protect the Facility as well as adjoining property, roadways, walkways, trees, lawns, landscape, and buildings from damage and injury and shall promptly repair any such damage to the satisfaction of the State, at no cost to the State.

**6.9** The Contractor shall be responsible for quality control during ECM installation. At the discretion of the State, the Contractor shall provide a competent superintendent, either directly employed by Contractor or through one of Contractor's subcontractors, satisfactory to the State, on the work at all times during progress of the work with authority to act for the Contractor, specific to such superintendence of the work. The Contractor shall inspect and test all work performed to ensure compliance with Agreement requirements. The Contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for utility or other regulatory agencies.

**6.10** The Contractor shall provide to the State once each month during the period that design, engineering, procurement, installation, implementation, and Commissioning for the ECMs are performed hereunder, brief progress reports comparing actual work progress to the planned work progress as shall be presented in the Exhibit 4 Installation Schedule for the preceding month. Such reports shall describe any difficulties encountered during the reporting period and shall include a statement of the Contractor setting forth the costs of the work during the reporting period. Progress Reports shall be submitted in duplicate no later than the 15<sup>th</sup> of each month. Progress Reports shall be in a letter format and shall include the following subjects, with appropriate explanation and discussion: During construction the Contractor shall hold weekly construction meetings to discuss the progress to date and provide a 2-week look-ahead for the project.

- a. Title of project.
- b. Agreement number.
- c. Period of this report.
- d. Actual progress during reporting period.
- e. Planned progress in the future.
- f. Identification of problems.
- g. Planned solutions.
- h. Ability to meet schedule, reasons for slippage in schedule.
- i. Schedule – percentage completed and projected percentage of completion of performance by months – could be a bar chart or milestone chart.
- j. Analysis of project cost incurred in relation to the Compensation Schedule, Exhibit B.

The Contractor shall meet with representatives of the State upon reasonable notice to discuss any matters concerning the Project.

**6.11** In the event that unknown circumstances or conditions at a Facility (such as the presence of asbestos or faulty wiring) are discovered after the Agreement is signed, and such conditions increase the agreed upon cost of completing an ECM installation or implementation at a specific facility, work on that ECM shall be immediately suspended until the State and the Contractor mutually determine if and/or how the installation work shall be completed. The Agreement may be revised by an Alteration Order to incorporate necessary changes in the scope of work, the Equipment, or the costs not to exceed Section 1.8 of the P-37 contract form.

**6.12** The State Division of Administrative Service – Plant and Property will be monitoring the actual installation of ECMs. The Contractor should ensure that all identified codes and regulations are met and that the Contractor complies with the Specifications as detailed in this contract.

**6.13** The Contractor and all of its Subcontractors shall follow all applicable Federal, State, and local codes; ordinances; and Health and Safety laws, as required by law.

**6.14** The Contractor shall provide two signed affidavits each from the registered design professionals responsible for architecture, mechanical engineering, electrical engineering, structural engineering, and civil engineering. Design affidavits shall be submitted at the conclusion of the design phase, but prior to the beginning of the construction phase, and shall state that the design professionals' respective design meets all applicable state and federal codes. The Installation affidavit shall be submitted after Substantial Completion of the Project for each ECM where design services are provided, but before the issuance of a Certificate of Occupancy, and shall state that the design professionals made periodic visits to the site to observe the work and, to the best

of their knowledge, information and belief, the ECM was constructed in accordance with the design. The frequency of site visits shall be such as to provide the design professionals a reasonable assurance that the work is being done per the design documents.

The design professional shall keep a log of all site visits, noting the dates and times of the visits and all pertinent observations and shall submit monthly reports to the Contractor noting all findings during the site visits of that month. The design professionals shall promptly notify the Contractor of any of the following events or conditions which they observe in the course of performing their duties: code violations; changes which affect code compliance; the use of any materials, assemblies, components, or equipment prohibited by code; major or substantial changes between approved plans and specifications and the work in progress; or any condition which they identify as constituting an immediate hazard to the public.

The following ECMs will have design services provided.

ECM	Building	Design Services
New Energy Management Systems	Rockingham Superior Courthouse	Mechanical for new dehumidification coils
Chiller Replacement	Rockingham Superior Courthouse	Mechanical and electrical for new chiller plant
New Windows	Science Center	Architectural for new windows
Solar PV Array	Rockingham Superior Courthouse, Science Center and Turnpikes - Hampton Maintenance 7015	Structural and electrical for new photovoltaic systems

**7. Commissioning, Energy Conservation Measure Acceptance, Project Acceptance**

7.1 The Contractor shall deliver to the State a written report (the "Commissioning Report") as each ECM covered by the Agreement is completed. In the Commissioning Report(s), the Contractor shall provide measurement and verification documentation, as applicable in accordance with Exhibit 2, that verifies that the specified equipment or systems have been properly installed, are functioning properly, and have the potential to generate the Guaranteed Savings (or that ECM's share of the Project's Guaranteed Savings).

**7.2** The Commissioning Report(s) shall include the results of performance tests to verify that the installed ECM(s) will operate as designed, consistent with the standards set forth in the design documents, which shall minimally conform to all applicable codes. The tests shall be conducted in accordance with the methodology prepared for each type of ECM in Exhibit 2 during the installation phase. As mutually agreed upon, the Commissioning Report(s) shall be accompanied by complete, reproducible, as-built record drawings that are CAD generated in .DWG format, conforming to generally accepted engineering standards of all modified or newly installed equipment including, but not limited to, architectural, mechanical, electrical, and controls, along with manufacturers' operating and repair manuals and parts lists. Manufacturer's warranties shall accompany the Commissioning Report(s) and shall be assigned to the State upon completion and ECM Acceptance.

**7.3** Within 10 business days of receiving a Commissioning Report from Contractor, the State shall review the report and inspect the ECM and either (a) deliver to the Contractor a written Certificate of Final Completion and Acceptance of the ECM(s) or (b) provide the Contractor with a written Punch List of corrective action the State deems necessary. If ECM(s) is rejected, the State will set forth the reasons for such rejection and the Contractor shall promptly remedy the deficiencies.

**7.4** Upon receipt of a written notice from the Contractor that the Punch List items have been completed, the State shall have ten (10) calendar days to respond. Final Completion and Acceptance shall occur when all reasonable or undisputed Punch List work is complete. If the State fails to respond within the ten-calendar-day period, Final Completion and Acceptance shall be deemed to have occurred.

**7.5** Within 15 business days of submission of the final Commissioning Report, Contractor shall deliver to the State notice that the Project is completed and a request for Project Acceptance. In this notice, the Contractor shall warrant that the completed Project will produce the Guaranteed Savings in accordance with the provisions of Exhibit 2.

**7.6** Within 15 business days of receipt of the request for Project or ECM Acceptance, The State shall either deliver to Contractor: a) a written Certificate of Project or ECM Acceptance; b) a written extension of time notice to review for Project and or ECM Acceptance; or c), if good cause exists, a written Punch List of the corrective actions it deems necessary. In the event the State delivers a Punch List, Contractor shall promptly remedy the deficiencies and the applicable procedures set forth in this Section for notice and Project or ECM Acceptance shall apply again. In the event the State doesn't deliver a), b), or c) above, the ECM shall be deemed accepted.

7.7 Upon Project Acceptance by the State and after payment in full to the Contractor, all right, title, and interest in and to all improvements and equipment constructed or installed on the premises and additions, shall vest exclusively in the State at no additional cost, free and clear of all and any liens and encumbrances created or caused by the Contractor.

7.8 Contractor guarantees that the State will realize energy and cost savings, calculated and adjusted as set forth in Section 9 and Exhibit 2, each year for five (5) years after the Project Acceptance Date as follows:

Year	Guaranteed Cost Savings
1	\$211,922
2	\$211,606
3	\$211,292
4	\$210,979
5	\$210,668

\*Note: The Guaranteed Cost Savings only applies for those years in which M&V is being performed.

7.9 The Contractor shall guarantee up to an additional \$12,154 in energy and cost savings annually (for up to 5 years) based on the contingent projects that the State approves for installation from the Contingent Project List in Exhibit 1a.

7.10 Upon Final Completion of the Project, Contractor shall issue a letter to the State stating the total annual guaranteed energy savings (savings per Section 7.8 + any additional savings guaranteed from contingent projects completed). Upon agreement of both parties, this revised Guaranteed Savings amount will be used during the 5-year M&V period when determining compliance with this Agreement.

## **8. Operations, Maintenance, Repairs, and Training**

8.1 The Contractor's and the State's responsibilities for operation, maintenance, and repair of all installed ECMs are described in Exhibit 3. Maintenance includes all work and costs associated with periodic inspections, tests, calibrations, and adjustments required to sustain and/or restore energy system operational status to as-designed performance and performance

requirements of this Agreement. Repair includes all labor, material, equipment, and services required to replace, rebuild, or restore to as-designed performance systems and equipment that have failed, are in danger of failing, or are inadequate. Required response times for repair activities shall be as described in Exhibit 3.

**8.2** The State shall perform or cause to be performed all operation, maintenance, and repairs to its unmodified pre-existing equipment necessary to realize the Guaranteed Energy Savings as fully described in Exhibit 3.

**8.3** Contractor shall furnish operation and maintenance manuals and recommended spare parts lists for operations and maintenance of the ECMs and modified State equipment. Within 30 days of the Project Acceptance, Contractor shall train state personnel as needed to operate and maintain the ECM(s) in order to perform any state maintenance responsibilities required under this Agreement or in the event of emergency. During the Term, Contractor shall train state personnel (or State's designee) as needed to operate and maintain the ECM(s) to preserve the ECM(s)' energy efficiency performance, as provided for in Exhibit 3.

## **9. Measurement and Verification of Energy Savings**

**9.1** The monitoring and measurement of the Energy Savings that result from the ECM(s) shall be as set forth in the Measurement and Verification Plan (M&V Plan) included in Exhibit 2.

**9.2** The Measurement and Verification Plan shall be in accordance with concepts and definitions provided in the International Performance Measurement and Verification Protocol (IPMVP).

- a) In the event that the M&V Plan requires the use of Contractor-owned measurement equipment, Contractor shall test such meters, metering devices, and equipment in the manner and frequency described in the M&V Plan and such testing shall be at Contractor's expense. Contractor shall give the State reasonable advance notice of all metering tests and the State shall have the right to observe such tests.
- b) If, upon testing, any measurement equipment is found to be inaccurate by more than the agreed upon level of accuracy as specified in the M&V Plan, then previous recordings of or by such equipment shall be considered inaccurate and will be corrected to an agreed upon level of accuracy, approved by the State. If the period of inaccuracy cannot be accurately determined as a basis for adjustment, then retroactive billing adjustments for errors shall be made for a period equal to one-

half of the time elapsed since the previous test, but in no event more than six months. Contractor shall promptly adjust such equipment to record correctly.

**9.3** Measurement and Verification of savings shall commence on the Project Acceptance Date and shall continue for a period of **five (5) years** after the Acceptance of the ECMs.

**9.4** The energy savings shall be determined in the manner described in Exhibit 2 Guaranteed Energy Savings.

**9.5** The Contractor will prepare an Energy Cost Savings Report detailing the results of the M&V services based off of the M&V Plan detailed in Section 7 of the Investment Grade Audit.

**9.6** Within 150 days from the date of each anniversary of the Final Project Completion and Acceptance Date, the Contractor shall submit a verification of energy cost savings in accordance with the M&V Plan detailed in Exhibit 2. The calculation shall incorporate all adjustments in energy cost savings as provided for in Exhibit 2. Should the energy savings be less than the annual guaranteed amount of savings, pursuant to the M&V Plan in Exhibit 2, the Contractor shall pay the State an amount equal to the difference. Said check shall be provided to the State with the reconciliation of energy cost savings report.

This guarantee of energy cost savings only applies for those years in which M&V is being performed, in accordance with Exhibit 2.

## **10. Standards of Service and Comfort**

**10.1** Contractor shall design, install, operate, and maintain the ECMs to deliver the facility performance requirements described in Exhibit 5 throughout the Agreement Term.

**10.2** The Contractor's services shall be performed in a good, workmanlike manner so that the Equipment will perform consistent with the standards for heating, cooling, hot water, and lighting pursuant to Exhibit 5, Standards of Service and Comfort.

## **11. Representations and Warranties**

**11.1** Each party hereby represents and warrants to the other that subject to the requisite approvals including but not limited to Governor and Council and requisite financing and appropriation:

- a) it has all requisite power, authority, licenses, permits, and

franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

- b) this Agreement has been duly executed and delivered for it by the signatories authorized, and it constitutes its legal, valid and binding obligation;
- c) its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute default under, any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound or affected; and
- d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits, or orders which would materially and adversely affect its ability to perform hereunder.

**11.2 Contractor further represents and warrants that:**

- a) it is financially capable and technically qualified to perform the Project;
- b) it is familiar with and will comply with all general and special federal, state, municipal, and local laws, ordinances, codes, and regulations, that may in any way relate to or affect the performance of this Project;
- c) the design, supervision, and workmanship furnished with respect to completing the Project shall be in accordance with sound and currently accepted construction and engineering practices; and
- d) all materials, equipment, and workmanship furnished by it and by subcontractors in performance of the Project or any portion thereof shall be free of defects in design, material, and workmanship, and all such materials and equipment shall be in accordance with the requirements of the Agreement, shall conform with all applicable laws, codes, specifications, standards, regulations, rules, and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted engineering and construction practices.
- e) it shall provide a warranty including all parts and labor for one year after Substantial Completion of each ECM. After the

warranty expires, the State will be responsible for repair and replacement of failed equipment (other than failures caused by the Contractor's negligence) at its own expense. Contractor shall transmit all assignable manufacturers warranties to the State.

- f) it shall provide an emergency response number that shall be monitored on a 24 x 7 x 365 basis for emergency situations during the construction phase of the project.
- g) this Warranty does not extend to any ECM that has been abused, altered, or misused, or repaired by the State or third parties without the supervision or prior written approval of the Contractor.

## **12. Force Majeure**

**12.1** The term "Force Majeure" as used herein means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. Force Majeure includes acts of God; labor disputes; sudden actions of the elements; actions by federal, state and municipal agencies; and actions of legislative, judicial, or regulatory agencies which, in any of the foregoing cases, by exercise of due foresight, such Party could not reasonably have been expected to avoid.

**12.2** If either Party documents that it is unable to perform its obligations under this Agreement because of Force Majeure, then the affected Party shall be excused from whatever performance is affected by the Force Majeure, to the extent it is affected, except as to obligations to pay money, and shall not be liable in damages or otherwise resulting from the Force Majeure, provided that:

- a) the non-performing Party provides as promptly as possible a written notice to the other Party describing the events of the Force Majeure. In no event shall notification occur later than 30 days after the non-performing Party learns of the event;
- b) the suspension of the performance is of no greater scope and of no longer duration or magnitude than is reasonably required by the Force Majeure;
- c) the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- d) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the

occurrence, it shall give prompt written notification thereof to the other Party.

### **13. Environmental Compliance**

**13.1 Asbestos – Containing Materials.** Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials (“ACM”). Consistent with applicable laws, rules and regulations, the State shall provide the Contractor with any information in its possession relating to the presence of ACM in areas where the Contractor undertakes any work or measure and verification services that may result in the disturbance of ACM. If either the State or the Contractor become aware of or suspects the presence of ACM that may be disturbed by the Contractor’s work or measure and verification services, it shall promptly stop the work or measure and verification services in the affected area and notify the other. The State shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, rules and or regulations and addressing the impact of its disturbance before the Contractor continues with its work or measure and verification services unless, the Contractor had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case the Contractor shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and the State shall resume its *responsibilities for the ACM after Contractor’s remediation has been completed in compliance with all laws, rules and regulations.*

**13.2 Other Hazardous Materials.** Hazardous Materials shall include, any material or substance that , whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste; hazardous substance; pollutant or contaminant under applicable law, rule, or regulation relating to or addressing employee health and safety and protection of the environment; or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous; or which is or contains petroleum, gasoline, diesel fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. “Hazardous Materials specifically include mold and lead based paint and specifically excludes ACM. The Contractor shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

**13.3** This Project has the potential to develop waste such as, but not limited to, PCB ballasts, mercury-containing lamps, electronic waste (or e-waste), etc. The Contractor is responsible for properly disposing of (i.e. recycling) all waste materials generated from this Project, exclusive of Asbestos – Containing Materials and Hazardous Materials.

## **14. Personnel**

**14.1** The performance of the Services shall be carried out by the Contractor. 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.

**14.2** The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State or who is a State officer or employee, elected or appointed.

**14.3** The Contracting Officer specified, or his or her successor, shall be the State's representative.

## **15. Project Suspension**

**15.1 Stop Work Order.** The State may at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement for a period of up to 90 calendar days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop work order; the Contractor shall forthwith comply with its terms and take all steps to minimize the incurrence of costs and public health and safety problems allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- a) By written notice to the Contractor, cancel the stop work order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- b) Terminate the work covered by such order as provided in Exhibit C.

**15.2** If a stop work order issued under this section is cancelled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's compensation for, the performance of

any part of this Agreement, and

- b) The Contractor asserts a claim for such adjustments within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify such action, the State may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

**15.3** If a stop work order is not cancelled and the work covered by such stop work order is terminated, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.

**15.4** Notwithstanding the provision of this Section, the maximum amount payable by the State to the Contractor pursuant to this Section shall not be increased or deemed to be increased except by specific written amendment hereto.

## **16. Changes**

**16.1 Emergency Situations:** The Contractor and the State shall use their best efforts to notify the respective parties or their designee within twenty-four (24) hours after actual knowledge of an emergency situation or other occurrence that might affect performance including:

- a) Any malfunction in the operation of the installed Equipment or any pre-existing energy-related equipment;
- b) Any interruption or alteration of the energy supply to the facilities;
- c) Any alteration or modification of the installed Equipment or its operation, and;
- d) Any other emergency situation likely to affect the Project.

**16.2 Proposed and Non-Emergency Material Changes.** The Contractor and or the State shall report all such changes in the Facilities to the respective party with a written notice describing and explaining all actual or proposed changes in the State's selected Facilities or in their operations and the anticipated effect on energy use. Except as otherwise provided below with respect to the closing of a Facility, notice must be delivered to either party no less than seven (7) calendar days before any actual or proposed change occurs except for Emergency Situations as provided by Section 16.1 hereof. In the event the Facility is contemplated to be closed for a period of three hundred sixty-five (365) calendar days or longer, the State agrees to give the Contractor a minimum of sixty (60) calendar days' notice of the closing of such Facility. In the

event of such closing, this Agreement shall be deemed terminated with respect to such Facility and any ECM(s) affecting such Facility, and the State shall pay the Contractor in accordance with Paragraph 10 Termination, of Form P-37. Upon such facility's closure, the parties shall recalculate the Guaranteed Savings Amount and amend this Contract accordingly, subject to the approval of the Governor and Executive Council of the State of New Hampshire.

**16.3** Upon acceptance of the installation by the State and in the absence of any reported Material Changes in the Facility or in its operations, it is agreed energy consumption should not change substantially from year to year. Therefore, beginning one (1) year after installation, if energy consumption for any month increases by 15% percent or more from the energy consumption for the same month of the preceding year, the Contractor shall have the right to investigate the Facilities to ascertain whether or not a Material Change has occurred which may require a change in the Baseline Energy Use data. Any resulting changes shall be subject to State approval, which shall be unreasonably withheld or delayed.

**16.4 Fire, Flood, or Other Casualty.** Any construction or restoration of a facility following or necessitated by fire, flood, or other casualty, shall be deemed a Material Change, and the provisions of Section 16 hereof and its subparts shall be applicable. If the casualty renders a majority of any facility uninhabitable or unusable and the restoration or reconstruction of the affected portion is not commenced within twelve months from the date of such casualty, the Contractor shall have the option to terminate its Agreement with respect to that site by a written notice to the State. Upon such termination, the State shall pay to the Contractor in accordance with Paragraph 10 Termination, of Form P-37. The parties shall recalculate the Guaranteed Savings Amount, as a result of such termination. The mere occurrence of a fire, flood or other casualty shall not affect, modify, impair or limit the State's obligation to make payments to the Contractor.

## **17. Entire Agreement**

### **17.1 Contract Documents**

This Contract consists of the following Contract Documents:

- a. Form P-37 standard terms and Conditions
- b. Attachment A Building List and Information
- c. Attachment B Permit Application Form
- d. Attachment C Criminal History Record Information Release Form
- e. Exhibit A Scope of Work
- f. Exhibit B Payment Terms ["Cost Detail" and "Schedule of Values and Expected Monthly Draws"]

- g. Exhibit C Special Provisions
- h. Exhibit 1 Savings Summary: Energy Conservation Measures
- i. Exhibit 1a Contingent Measure List
- j. Exhibit 2 Guaranteed Energy Savings, Measure and Verification Plan, and Commissioning
- k. Exhibit 3 Operations and Maintenance
- l. Exhibit 4 Installation Schedule
- m. Exhibit 5 Standards of Service and Comfort
- n. Exhibit 6 Included ECMs
- o. Appendix A Investment Grade Audit

**17.2 Order of Precedence.**

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

- a) Form P-37 General Terms and Conditions and Exhibit C
- b) Attachments A, B, and C; Exhibits A and B; Exhibits 1 through 6; and Appendix A.
- c) DAS RFP #2019-211 Performance Contract for 29 Buildings in Seacoast Region, NH, with addendums #1-5, which is incorporated herein by reference; then
- d) Proposal in response to RFP # 2019-211, dated May 18, 2018, which is incorporated by reference herein.

**18. Notice**

18.1 Any notice by a party hereto to the other party, unless specifically provided for herein, shall be deemed to have been duly delivered, or given at the time of mailing. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified United States mail, postage prepaid, or overnight express mail or courier service addressed as follows:

**If to Contractor to:**  
 Michael J. Daigneault  
 Manager  
 Senior Vice President  
 Ameresco, Inc.  
 111 Speen Street  
 Framingham, MA 01701

**If to the State Agency to:**  
 Donald Perrin, State Energy  
  
 NH- Dept. of Administrative Services  
 Division of Plant & Property Mgmt  
 64 South Street  
 Concord, NH 03301

or to such other person at such other address as a Party shall designate by like notice to the other Party. Any notices sent by email or facsimile shall also be sent by mail or overnight express or courier service.



## Exhibit B

### Payment Terms

1.1 The Contract Price, method of payment, and terms of payment are identified and more particularly described in the Compensation Schedule and Cost Detail incorporated herein and attached below. The Compensation Schedule and Cost Detail shall include all Project costs for each ECM. The Compensation Schedule will indicate progress payments owed by the State to the Contractor. The Compensation Schedule shall be coordinated and consistent with the Installation Schedule attached as Exhibit 4. Notwithstanding anything 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 Contract Price of \$2,926,839 as indicated in the Price Limitation block on Section 1.8 of the P-37 contract form.

1.2 This contract will enable the State to reduce utility costs by \$211,922 in the first year, through the acquisition of \$2,926,839 ("Agreement Price") in capital improvements. The Agreement Price will be financed through Banc of America Public Capital Corporation. This financing is estimated to cost \$761,387 in interest costs. In addition, this project will qualify for electric utility incentives and grants ("Rebates"). Contractor estimates the Rebates to total \$246,712. All Rebates shall be applied to ECMs that are identified as contingent projects in Exhibit 1a. In no event shall the Contractor proceed with the installation of ECMs labeled "(CONTINGENT ON GRANTS AND REBATES)" until the State and the Contractor reach mutual agreement on the contingent ECMs that will be installed and the Contractor receives written approval from the State. In no event shall the ("Total Project Cost") exceed the (Agreement Price + Estimated Financing + Estimated Rebate Amount). This is the maximum cost allowed under the guidelines of RSA 21-l:19a-e.

1.3 Up to an additional \$12,154 in utility cost reductions shall be guaranteed by the Contractor according to which measures from the Contingent Measure List in Exhibit 1a are selected by the State and installed by the Contractor.

1.4 The payment by the State of the Agreement Price and any Rebate contingent projects with Rebate funds 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 Agreement Price plus the price of any contingent projects paid using Grants and Rebates (Contract Price).

1.5 The Compensation Schedule will be used as the basis for applications for payments to the Contractor by the State or the State's Lessor, based upon the percentage of completion of the ECMs.

1.6 The Contractor shall submit applications for payment on a monthly basis in a form acceptable to the State in accordance with the Compensation Schedule. All progress payments shall be subject to five (5%) percent retainage. Release of retainage shall occur when Final Completion and Acceptance has been achieved.

1.7 Upon receipt by the State or its designee of the application for payment, it shall be reviewed and, if approved by the State, Contractor shall be paid by the State directly or through the State's Lessor. If a portion of the application for payment is in dispute, the State shall not pay any disputed portion of the application for payment until such disputed portion is resolved between the Parties.

1.8 To the extent the State issues payment to the Contractor for the work and Services done by the subcontractors, the Contractor shall be obligated to pay the subcontractors for such work in accordance with applicable law or terms of the contract that may exist between Contractor and subcontractor.

1.9 **Schedule of Value Cost Detail and Estimated Draw Schedule.** The following table provides the total turnkey price for each ECM and the estimated draw schedule for payments to be made by the State to Contractor during the Construction Phase.

ECM#	ECM Name	Implementation Cost	M&V Cost	Total Project Cost
1	Lighting System Improvements	\$ 609,018	\$ 18,694	\$ 627,713
2	New Energy Management Systems	\$ 1,029,441	\$ 15,166	\$ 1,044,607
3	Demand Controlled Ventilation	\$ 30,627	\$ 680	\$ 31,307
4	Chiller Replacement	\$ 338,820	\$ 4,494	\$ 343,314
6	RTU Refurbishment	\$ 18,735	\$ 1,660	\$ 20,395
7	New Windows	\$ 20,937	\$ 816	\$ 21,753
9	Variable Frequency Drives	\$ 28,823	\$ 382	\$ 29,205
10	High Efficiency Aquarium Pumps	\$ 12,142	\$ 713	\$ 12,855
11	Water Conservation	\$ 14,638	\$ 594	\$ 15,232
13	Infiltration Reductions	\$ 31,081	\$ 1,738	\$ 32,818
15	Pipe Insulation	\$ 18,998	\$ 784	\$ 19,782
16	New Transformers	\$ 89,398	\$ 1,186	\$ 90,584
17	Plug Load Controls	\$ 37 7,783	\$ (329)	\$ 8,112
20	Energy Star Refrigerators	\$ 2,980	\$ 156	\$ 3,136
21	Solar PV Array	\$ 562,724	\$ 15,426	\$ 578,149
		\$ 2,860,475	\$ 66,364	\$ 2,926,839

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**Project Draw Schedule**

Month	Estimated Draw Amount
1	\$ -
2	\$ 76,864
3	\$ 229,584
4	\$ 143,702
5	\$ 325,999
6	\$ 288,973
7	\$ 340,404
8	\$ 310,093
9	\$ 158,139
10	\$ 223,713
11	\$ 262,928
12	\$ 246,021
13	\$ 161,840
14	\$ 52,859
15	\$ 52,859
16	\$ 52,859
	<b>(\$ 2,926,839)</b>

**1.10 Additional Rebate Funds.** Any rebate funds beyond the \$151,240 that are earned by the State through the completion of this Project shall be deposited into the Energy Fund per RSA 21-I:19-f.

## **Compensation Schedule**

**CS.1 Contract Price:** State shall pay to Contractor, an amount equal to Two Million Nine Hundred Twenty Six Thousand Eight Hundred Thirty Nine Dollars and No Cents (\$2,926,839.00) (the "Contract Price") in accordance with the terms described in Exhibit B of this Agreement.

**CS.2 Operations and/or Maintenance:** Not applicable.

**CS.3 Measurement and verification:** The cost of measurement and verification services as specified in Exhibit 2 will be paid by the State to Contractor as a onetime upfront fee of \$66,364. This cost is included in the Contract Price detailed in Section CS.1.

### **CS.4**

For each month during the construction period of the Project following the Effective Date of this agreement, State shall make monthly progress payments to Contractor based upon the percentage of the Project construction and equipment procurement completed at the end of each month as approved by the State as provided herein, less any retainage detailed in Exhibit B and any amounts disputed by the State. Contractor shall be paid the same percentage of the Contract Price as such percentage of completion. Following the end of each month, during the construction period of the Project, Contractor will provide to the State an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement during such month. Within thirty (30) days after receipt of such invoice, the State shall pay or cause to be paid to Contractor the undisputed portion of the amount due under such invoice. If State shall dispute all or any portion of such invoice, State shall notify Contractor in writing of such dispute prior to the expiration of such 30-day period and shall include a detailed explanation of the contractual basis for rejection. Contractor may submit any necessary information to the State addressing the basis for rejection. In the event, the State, after reviewing such information, no longer disputes all or any portion of the invoice, such rejected amounts may be included in the next month's invoice for payment. Notwithstanding the rejection of a portion of an invoice, all undisputed amounts in such invoice shall be paid as provided herein.

## Exhibit C

### Special Provisions

**1. Amend Section 4 by adding the following language:**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the applicable funding authority. If that authority fails to appropriate sufficient funds to provide for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which allocations were made.

**2. Insert the following word “applicable” to Section 6.1 as following:**

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 opportunity laws.

**3. Replace the following language “the State” and insert the below language into Section 8.2:**

Upon the occurrence of any Event of Default, *the non-defaulting party* may take any one, or more, or all, of the following actions (*provided that 8.2.1 is the first action*):

**4. Insert an additional provision to Section 8. as 8.1.4:**

*in the case of the State, failure to pay within 60 days from the due date any amount due under this Agreement to be provided to the Contractor hereunder.*

**5. Insert the following language to section 13:**

The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor; *provided, however, that this indemnification, defense and hold harmless obligation shall not include any claims, liabilities or penalties resulting from or arising out of willful misconduct of the State, its agents, officers, or employees.* 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.

**6. Amend Section 14.3 to read as following:**

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement.

Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. . The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the **Contractor** shall provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice (except 10 days for non-payment of premium) of modification of the policy.

**Exhibit 1**  
**Savings Summary**

## Court Facilities

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
E1	Lighting System Improvements	888.24	254,736	(1,617)	(3,686)	\$ 34,051	\$ 447,570	13.14	\$ 5,948
E2	New Energy Management Systems	0.00	497,062	9,476	7,927	\$ 83,020	\$ 1,006,596	12.12	\$ 13,378
E3	Demand Controlled Ventilation	0.00	1,408	0	3,056	\$ 3,796	\$ 26,939	7.10	\$ 358
E4	Chiller Replacement	187.85	44,731	0	0	\$ 7,508	\$ 338,132	45.04	\$ 4,494
E9	Variable Frequency Drives	0.00	53,047	0	0	\$ 7,159	\$ 28,764	4.02	\$ 382
E11	Water Conservation	0.00	0	29	183	\$ 650	\$ 9,062	13.95	\$ 120
E13	Infiltration Reductions	0.00	1,851	765	671	\$ 1,549	\$ 11,616	7.50	\$ 154
E15	Pipe Insulation	0.00	0	758	86	\$ 671	\$ 12,403	18.49	\$ 185
E16	New Transformers	75.79	55,560	0	0	\$ 8,096	\$ 89,217	11.02	\$ 1,186
E17	Plug Load Controls	0.00	5,303	0	0	\$ 716	\$ 4,638	6.48	\$ 62
E20	Energy Star Refrigerators	0.00	1,575	0	0	\$ 199	\$ 1,941	9.77	\$ 26
E21	Solar PV Array	0.00	153,510	0	0	\$ 20,776	\$ 307,659	14.86	\$ 4,091
<b>Grand Total</b>		<b>151.88</b>	<b>1,068,613</b>	<b>9,152</b>	<b>23,676</b>	<b>\$ 168,151</b>	<b>\$ 2,284,737</b>	<b>13.59</b>	<b>\$ 30,384</b>

168,151

## Employment Security Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
E1	Lighting System Improvements	68.49	23,770	(263)	0	\$ 2,968	\$ 44,193	14.90	\$ 3,942
E2	New Energy Management Systems	0.00	10,958	1,187	0	\$ 1,935	\$ 20,043	10.36	\$ 1,788
E3	Demand Controlled Ventilation	0.00	1,024	182	0	\$ 242	\$ 3,610	14.95	\$ 322
E6	RTU Refurbishment	0.00	3,176	658	0	\$ 816	\$ 18,607	22.81	\$ 1,660
E11	Water Conservation	0.00	228	0	0	\$ 231	\$ 4,094	17.73	\$ 365
E13	Infiltration Reductions	0.00	735	433	0	\$ 382	\$ 5,188	13.23	\$ 463
E17	Plug Load Controls	0.00	627	0	0	\$ 67	\$ 645	9.63	\$ 58
E23	Temperature Controls	0.00	9,078	1,059	0	\$ 1,737	\$ 4,512	2.60	\$ 402
<b>Grand Total</b>		<b>68.49</b>	<b>44,634</b>	<b>1,387</b>	<b>0</b>	<b>\$ 6,806</b>	<b>\$ 100,893</b>	<b>12.03</b>	<b>\$ 9,000</b>

## Fish and Game Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
E1	Lighting System Improvements	148.87	20,448	0	0	\$ 3,293	\$ 40,501	12.30	\$ 5,142
E10	High Efficiency Aquarium Pumps	3.06	2,888	0	0	\$ 364	\$ 2,734	7.52	\$ 347
E11	Water Conservation	0.00	639	0	0	\$ 72	\$ 634	8.79	\$ 81
E13	Infiltration Reductions	0.00	2,743	0	0	\$ 442	\$ 5,444	12.31	\$ 891
E15	Pipe Insulation	0.00	0	0	0	\$ 146	\$ 3,657	25.00	\$ 464
E17	Plug Load Controls	0.00	1,328	0	0	\$ 149	\$ 1,290	8.68	\$ 164
E20	Energy Star Refrigerators	0.00	604	0	0	\$ 86	\$ 1,023	11.57	\$ 130
E23	Temperature Controls	0.00	5,702	0	0	\$ 1,635	\$ 15,606	9.55	\$ 1,981
<b>Grand Total</b>		<b>152.93</b>	<b>33,552</b>	<b>0</b>	<b>0</b>	<b>\$ 5,981</b>	<b>\$ 70,891</b>	<b>11.24</b>	<b>\$ 9,000</b>

## Natural & Cult Resources Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
E1	Lighting System Improvements	110.23	23,340	(141)	(358)	\$ 3,038	\$ 22,348	7.36	\$ 874
E7	New Windows	0.00	0	0	27	\$ 38	\$ 20,878	554.75	\$ 818
E10	High Efficiency Aquarium Pumps	15.83	11,554	0	0	\$ 1,304	\$ 9,354	6.71	\$ 368
E11	Water Conservation	0.00	0	0	111	\$ 215	\$ 720	3.35	\$ 28
E13	Infiltration Reductions	0.00	112	0	325	\$ 463	\$ 2,700	5.83	\$ 106
E17	Plug Load Controls	0.00	1,188	0	0	\$ 127	\$ 1,176	9.26	\$ 46
E21	Solar PV Array	0.00	70,398	0	0	\$ 7,523	\$ 164,204	21.83	\$ 6,418
E23	Temperature Controls	0.00	12,713	1,534	987	\$ 3,840	\$ 8,868	2.31	\$ 347
<b>Grand Total</b>		<b>126.06</b>	<b>119,308</b>	<b>1,393</b>	<b>1,040</b>	<b>\$ 16,684</b>	<b>\$ 230,248</b>	<b>13.04</b>	<b>\$ 9,000</b>

## Transportation Dept

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
E1	Lighting System Improvements	177.06	29,763	(21)	(16)	\$ 4,654	\$ 50,570	10.42	\$ 2,789
E13	Infiltration Reductions	0.00	0	0	0	\$ 1,308	\$ 5,872	4.49	\$ 324
E15	Pipe Insulation	0.00	0	0	0	\$ 187	\$ 2,807	15.00	\$ 155
E21	Solar PV Array	0.00	31,403	0	0	\$ 3,513	\$ 89,146	25.38	\$ 4,916
E23	Temperature Controls	0.00	249	0	0	\$ 3,037	\$ 14,811	4.88	\$ 817
<b>Grand Total</b>		<b>177.06</b>	<b>31,412</b>	<b>(21)</b>	<b>(16)</b>	<b>\$ 12,692</b>	<b>\$ 163,207</b>	<b>12.65</b>	<b>\$ 9,000</b>

# All Agencies

ECM Description	ECM Name	Annual kW	Total kWh	Natural Gas (Therms)	Propane (Gallons)	Total Project Savings	Implementation Costs	Simple Payback (Years)	M&V Costs
1	Lighting System Improvements	1,392.89	352,055	(2,142)	(4,060)	\$ 48,202	\$ 605,182	12.56	\$ 18,694
2	New Energy Management Systems	0.00	507,120	10,653	7,927	\$ 84,954	\$ 1,026,639	12.06	\$ 15,166
3	Demand Controlled Ventilation	0.00	2,432	182	3,056	\$ 4,037	\$ 30,549	7.57	\$ 680
4	Chiller Replacement	187.85	44,731	0	0	\$ 7,508	\$ 336,132	45.04	\$ 4,494
5	RTU Refurbishment	0.00	3,176	658	0	\$ 816	\$ 18,807	22.81	\$ 1,860
7	New Windows	0.00	0	0	27	\$ 36	\$ 20,878	554.75	\$ 816
9	Variable Frequency Drives	0.00	53,047	0	0	\$ 7,159	\$ 28,764	4.02	\$ 382
10	High Efficiency Aquarium Pumps	19.78	14,442	0	0	\$ 1,758	\$ 12,088	6.88	\$ 713
11	Water Conservation	0.00	868	29	294	\$ 1,167	\$ 14,510	12.43	\$ 594
13	Infiltration Reductions	0.00	5,441	1,138	996	\$ 4,153	\$ 30,821	7.42	\$ 1,738
15	Pipe Insulation	0.00	0	758	86	\$ 1,004	\$ 18,867	18.79	\$ 784
16	New Transformers	75.79	55,590	0	0	\$ 8,096	\$ 89,217	11.02	\$ 1,186
17	Plug Load Controls	0.00	8,446	0	0	\$ 1,058	\$ 7,750	7.32	\$ 329
20	Energy Star Refrigerators	0.00	2,179	0	0	\$ 287	\$ 2,964	10.32	\$ 156
21	Solar PV Array	0.00	255,311	0	0	\$ 31,754	\$ 561,209	17.67	\$ 15,426
23	Temperature Controls	0.00	27,740	2,583	987	\$ 10,248	\$ 43,797	4.27	\$ 3,547
<b>Grand Total (Costs)</b>		<b>1,678.31</b>	<b>1,132,579</b>	<b>213,879</b>	<b>338,312</b>	<b>\$ 212,240</b>	<b>\$ 2,849,973</b>	<b>13.43</b>	<b>\$ 68,384</b>

## Exhibit 1a

### Contingent Measure List

1a.1 The following ECMs may be added to the Project pursuant to the terms of the Agreement:

#### Potential Contingent Measures

ECM #	ECM Name	Building	Total kWh	Natural Gas (Therms)	#2 Fuel Oil (Gallons)	Total ECM Savings	Implementation Costs	SPB
13	Infiltration Reductions	DNCR_SB	-	198	-	\$ 143	\$ 3,485	24.30
13	Infiltration Reductions	Shed_07	-	-	47	\$ 89	\$ 3,318	37.26
13	Infiltration Reductions	Shed_09	-	-	83	\$ 158	\$ 3,327	21.07
13	Infiltration Reductions	Shed_10	-	-	71	\$ 137	\$ 4,015	29.38
15	Pipe Insulation	DCCT	-	127	-	\$ 99	\$ 4,749	48.07
21	Solar PV Array	Shed_06	55,675	-	-	\$ 5,949	\$ 121,266	20.38
21	Solar PV Array	Shed_07	49,865	-	-	\$ 5,578	\$ 106,552	19.10
			105,541	325	200	\$ 12,154	\$ 246,712	20.30

#### Potential Contingent Measures Scopes of Work

##### ECM 13 Infiltration Reductions

BUILDING	ROOF-WALL AIR SEALING (LF)	SINGLE DOOR WEATHER-STRIPPING	CAULKING (LF)	GARAGE DOOR WEATHER-STRIPPING	BYPASS AIR SEALING (LF)
DNCR_SB	0	3	0	6	0
Shed_07	0	2	0	5	9
Shed_09	8	3	9	3	9
Shed_10	8	2	0	2	9
<b>Total</b>	<b>16</b>	<b>10</b>	<b>9</b>	<b>16</b>	<b>27</b>

The scope of work for this measure includes installation of air sealing materials for the areas listed in the previous table. Please refer to the Installation Specifications below:

##### Door Weatherization

- Ensure door operates and closes appropriately after installation of new weather-stripping.
- Install heavy duty weather-stripping with aluminum carrier at door sides and top of jamb. Install for 40%-60% weather strip compression. Caulk behind weather strip carrier for air-tight seal.

- Cut aluminum carrier weather strip at locks, swing arms or any other hardware where necessary.
- Install door bottom sweep with aluminum carrier.
- For double doors install astragal at center meeting.

### Caulking

- Seal the non-operation components of the jamb, casing or trim that have been identified as pathways for air leakage. Install backer rod as required at large gaps.

### Roof-Wall Intersection Air Sealing

- Drape a protective sheet over furnishings and the wall below the drop ceiling.
- Remove ceiling tiles as necessary to access the roof-wall intersection.
- Install an approximately 4 inch – 6 inch wide and 2 inch deep bead of high-density spray polyurethane foam at the air leakage pathway.
- Replace the drop ceiling tiles and clean the area.

### Air Sealing/Insulation

- Fasten Down Thermax poly-isocyanurate rigid insulation to create air barrier and insulation continuity over the wall system.
- Seal the perimeter and seams of the rigid insulation board with foam sealant or sheathing tape.

### Exclusions:

Proposed work excludes repair to any existing damage of the building infrastructure (i.e. mortar, brick, painting, patching and wood), adjustments to existing doors and windows, and hazardous waste removal or remediation including lead paint. Ameresco does not believe any of these cases will occur, though it won't be known fully until construction begins.

### ECM 15: Pipe Insulation

FITTING	DOVER DISTRICT COURT
90° Elbow (¾")	5
Straight Pipe (¾")	12 LF
Straight Pipe (2")	3 LF
Flange	8
Flo-Check	4
Pump	4
Strainer	1
Suction Diffuser	2
Tanks	1

The scope of work for this measure includes installation of pipe insulation materials as listed in the previous table as required to provide a complete and operating system in accordance with the scope of work described below. All work shall be performed in compliance with State and Local Codes.

- Piping: Insulation shall be installed as follows:
  - Insulation Installation on Straight Pipes and Tubes:
    - Secure each layer of insulation to pipe without deforming insulation materials.
    - Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
  - Insulation Installation on Pipe Flanges:
    - Install preformed pipe insulation to outer diameter of pipe flange.
    - Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
    - Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
  - Insulation Installation on Pipe Fittings and Elbows:
    - Valves, Fittings & Tanks
  - Install on-site, custom fabricated insulation blankets to wrap the uninsulated components

**Exclusions:**

Hazardous material abatement such as asbestos is not included. Based on our walkthroughs we do not expect the proposed lengths of uninsulated pipe to have existing asbestos. Ameresco will install new insulation up to existing insulation locations but will not disturb and existing insulation. Also excluded is any repairs to existing piping.

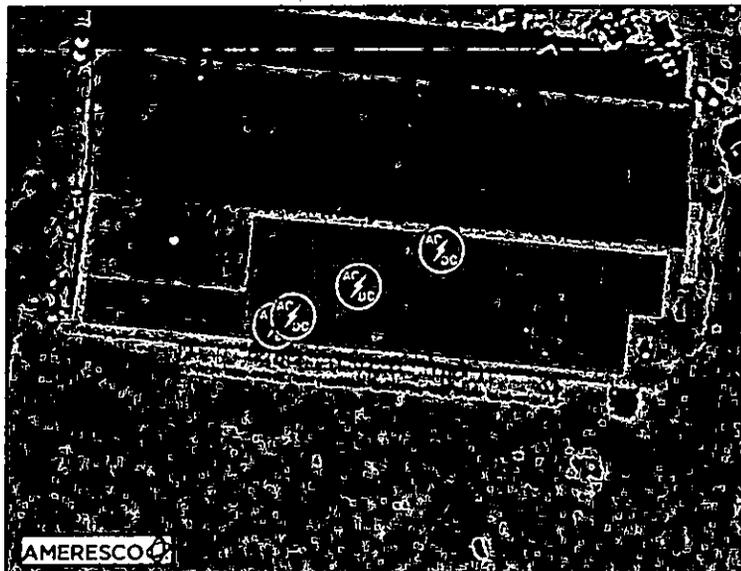
## ECM 21: Solar PV Array

BUILDING	TOTAL KWDC	1 <sup>ST</sup> YEAR PRODUCTION KWH	PERCENT OF BUILDING USAGE OFFSET
Shed_06	47.8	55,675	457%
Shed_07	42.0	49,865	409%
<b>TOTAL</b>	<b>89.8</b>	<b>105,540</b>	

Shed 606



Shed 607



The general scope of work includes the following:

- Contractor shall provide all labor, tools, equipment, transportation, hoisting, rigging etc. for all work herein specified and or required to complete the project
- Evaluate the roof area to see if it is capable of handling the desired system size, modifications to existing structural systems are not included.
- Specify sunlight and weather resistant materials for all outdoor equipment
- Design the system in compliance with all applicable building and electrical codes
- Ensure the design meets local utility interconnection requirements
- Install equipment according to manufacturer's specifications, using installation requirements and Procedures from the manufacturers' specifications
- Properly ground the system parts to reduce the threat of shock hazards and induced surges
- Check for proper PV system operation by following the checkout procedures on the PV System Installation Checklist

Exclusions:

This energy conservation measure does not include:

- Roof upgrades to have solar installed. Ameresco has assumed that there will not be any large capital improvements needed to the Rockingham Superior Courthouse's roof structure to install the PV system.
- Structural modifications – Ameresco has included the cost to evaluate the existing structures by a structural engineer. Any required modifications would be an additional cost.
- Ameresco will complete the utility interconnection application on the State's behalf for the PV systems. While not anticipated, the utility may require upgrades to its distribution system in order to allow connection of the PV systems. This is a scope that cannot be determined until after the Utility completes its review of the application. Therefore, Ameresco has not included any additional costs associated with potential utility required upgrades.

## Exhibit 2

### Energy Savings Guarantee

2.1 The methodology for determining the guaranteed energy savings as well as the applicable utility rates are detailed in Section 7 of the Investment Grade Audit.

2.2 Ameresco shall complete the following energy conservation measures (ECMs) and guarantee the total energy unit savings, not per ECM, as detailed in Table 1 below. Guaranteed Cost Savings are based on the guaranteed energy unit savings multiplied by the baseline rates defined herein. This guarantee shall apply for a period of five (5) years, which period shall commence on the first day of the calendar month following the Project Acceptance Date, as defined in Exhibit A.

**Table 1: Guaranteed Energy Savings**

ECM #	ECM Name	Annual kW	kWh	Natural Gas (Therms)	Propane (Gallons)	#2 Fuel Oil (Gallons)	Water (CCF)	Total Project Savings
1	Lighting System Improvements	1,392.9	352,055	(2,142)	(4,060)	(264)	0	\$48,202
2	New Energy Management Systems	0	507,120	10,663	7,927	0	0	\$84,954
3	Demand Controlled Ventilation	0	2,432	182	3,056	0	0	\$4,037
4	Chiller Replacement	187.8	44,731	0	0	0	0	\$7,508
6	RTU Refurbishment	0	3,176	658	0	0	0	\$816
7	New Windows	0	0	0	27	0	0	\$38
9	Variable Frequency Drives	0	53,047	0	0	0	0	\$7,159
10	High Efficiency Aquarium Pumps	19.8	14,442	0	0	0	0	\$1,758
11	Water Conservation	0	868	29	294	0	75	\$1,167
13	Infiltration Reductions	0	5,441	1,138	996	754	0	\$4,153
15	Pipe Insulation	0	0	758	86	174	0	\$1,004
16	New Transformers	75.8	55,590	0	0	0	0	\$8,096
17	Plug Load Controls	0	8,446	0	0	0	0	\$1,058
20	Energy Star Refrigerators	0	2,179	0	0	0	0	\$287
21	Solar PV Array	0	255,311	0	0	0	0	\$31,754
23	Temperature Controls	0	27,740	2,593	987	2,095	0	\$10,248
<b>Guaranteed Energy Savings</b>		<b>1,676</b>	<b>1,332,579</b>	<b>13,879</b>	<b>9,312</b>	<b>2,759</b>	<b>75</b>	<b>\$212,240</b>

**2.3** The baseline energy usage for the Facilities included in this contract is detailed in Section 1 of the Investment Grade Audit.

**2.4** Measurement and verification strategies are based on IPMVP Option A, Retrofit Isolation, or B, Measured Retrofit Isolation, as specified in the Performance Contract for Seacoast Region, NH RFP #2019-211. Engineering calculations of the savings are based on key parameters that are measured and/or verified as well as parameters that are estimated such as historical data, industry standard engineering values, typical operating hours, or manufacturer's equipment specifications.

The standard M&V protocols are described below:

**Option A - Retrofit Isolation:** Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the energy conservation measure's (ECM) affected system(s) and/or the success of the project. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required.

**Option B – Measured Retrofit Isolation:** Savings are determined by field measurement of all key performance parameters which define the energy use of the ECM-affected system.

The following table lists the M&V Options to be used for each ECM.

ECM #	ECM Name	IPMVP Option
1	Lighting System Improvements	A
2	New Energy Management Systems	B
3	Demand Controlled Ventilation	A
4	Chiller Replacement	A
6	RTU Refurbishment	A
7	New Windows	A
9	Variable Frequency Drives	A
10	High Efficiency Aquarium Pumps	A
11	Water Conservation	A
13	Infiltration Reductions	A
15	Pipe Insulation	A
16	New Transformers	B
17	Plug Load Controls	A
20	Energy Star Refrigerators	A
21	Solar PV Array	B
23	Temperature Controls	B

## **2.5 Adjustments to Baseline**

- a) If the hours of occupied operation of the Property, or any portion thereof, are materially changed subsequent to the date of this Agreement, the baseline will be equitably recalculated by Ameresco and approved in writing by the State, such approval not to be unreasonably withheld, conditioned or delayed.
- b) In the event that the type of fuel used at the Property, or any portion thereof, changes at any time during the contract period in any manner which Ameresco reasonably believes affects the baseline and/or Ameresco's guarantee, the baseline and/or the guarantee will be equitably recalculated by Ameresco and approved in writing by the State, such approval not to be unreasonably withheld, conditioned or delayed.
- c) It is understood and agreed that the State may be subject to laws and regulations which may require the State to alter the minimum or maximum temperature at any given time and State shall comply with the same. In the event that Ameresco reasonably believes that such a change in temperature affects the baseline and/or Ameresco's guarantee, the baseline and/or the guarantee will be equitably recalculated by Ameresco and approved in writing by the State, such approval not to be unreasonably withheld, conditioned or delayed.
- d) If at any time during the Term of the Agreement additional space is planned to be occupied or is occupied or planned to be vacated or is vacated, Ameresco will, if possible, meter consumption of all energy by the space in question and make appropriate upward or downward adjustments, with the written approval of the State, such approval not to be unreasonably withheld, conditioned or delayed, to the Baseline according to these meter readings. State shall notify Ameresco at least ninety (90) days in advance of such changes and if possible six (6) months in advance for space which is to be vacated. If metering is not possible or State desires not to bear the costs of such, then the adjustments to the Baseline and/or the guarantee will be appropriately adjusted as the Parties may mutually agree in writing.
- e) During the implementation phase of this Project, Ameresco will attempt to note which energy consuming devices are not operational. In the event that the devices are repaired or retrofitted with the ECM's, Ameresco will appropriately adjust the baseline and/or the guarantee.
- f) In the event that State or persons using the Property add or remove energy consuming devices (including, but not limited to, vending machines, kilns, computers, printers and other electronic or fossil fuel consuming devices), or change the use of existing devices, which materially increase or decrease energy usage, State will inform Ameresco by written notice within thirty (30) days of

becoming aware thereof, as to any such changes which could result, in aggregate or over time, in a change of total annual energy savings hereunder (collectively "Material Change"). Within a reasonable period of time following Ameresco's receipt of any such written notice from State regarding a Material Change, or within a reasonable period of time after Ameresco's learning of a Material Change by Ameresco's monitoring or other means, Ameresco shall equitably recalculate the baseline and/or the guarantee and provide to State such recalculation for its written approval (such approval not to be unreasonably withheld, conditioned or delayed), showing Ameresco's modification of the baseline and/or the guarantee to reflect such a Material Change. Ameresco and the State agree to discuss such smaller changes on an annual basis and determine whether an adjustment to the baseline and/or the guarantee is required. Where State fails to inform Ameresco of any such change in the baseline, Ameresco may make retroactive adjustments to the baseline and/or the guarantee, subject to State's written approval (such approval not to be unreasonably withheld, conditioned or delayed), and there shall be retroactive commensurate adjustments to any payments which have been made by either Party to the other based upon an incorrect baseline or guarantee.

- g) Weather related changes. In the event the applicable weather varies from the baseline weather, adjustments to the baseline and/or the guarantee may be warranted. Weather adjustments will be based on temperature correlation factors applied against the current weather, as measured in degree-days from the nearest available NOAA weather station.

## **Exhibit 3**

### **Operation and Maintenance Services, Training**

The following summarizes Operation and Maintenance Service (O&M) responsibilities for the State and the Contractor during construction close-out as well as during the service phase (also known as the 'second phase' under Exhibit A) of this project.

#### **1.1 Operations**

The State will perform all operations of installed equipment.

The Contractor shall provide training and operations manuals during the construction close-out phase of the project. Periodic verification and oversight of optimal operation of equipment will be provided during the first year following the Final Acceptance Date of the Project. During this period the Contractor shall communicate any deviations in the performance of the equipment observed while performing the M&V tasks described in Exhibit 2 that could affect potential energy savings.

#### **1.2 Preventive Maintenance**

The State will perform all preventive maintenance of installed equipment to maintain operational performance throughout the Term of the contract.

The Contractor shall provide training, operations manuals, preventive maintenance requirements and schedules, during the construction close-out phase of the work. During the first year following the Final Acceptance Date of the work, the Contractor shall communicate any deviations in the preventative maintenance or performance of the equipment observed while performing the M&V tasks described in Exhibit 2 that could affect potential energy savings in writing via the M&V report, to the State.

#### **1.3 Equipment Repair and Replacement**

Except for the warranty period for each ECM, the State will perform all equipment repair and replacement throughout the Term of the contract to maintain operational performance throughout the term.

The Contractor shall provide periodic verification and oversight of optimal maintenance of equipment observed while performing the M&V tasks described in Exhibit 2 during the first year following the Final Acceptance Date of the Project. During this same first year, the Contractor shall communicate via the M&V report any observed deviations in the repair and/or replacement of the equipment that could affect potential energy savings.

#### **1.4 Warranty**

The Contractor shall provide a full warranty including all parts and labor for one year after Substantial Completion of each ECM. After the warranty expires, the State will be responsible for repair and replacement of failed equipment (other than failures caused by the Contractor's negligence) at its own expense.

**Except as expressly set forth the implementation agreement, Ameresco makes no**

**warranties or representations of any kind, whether statutory, written, oral or implied, including without limitation, warranties as to the value, design, condition or fitness for use or particular purpose or merchantability, regarding the equipment or any services provided hereunder.**

The Contractor shall provide an emergency response number that shall be monitored on a 24 x 7 x 365 basis for emergency situations during the construction phase of the project. The Contractor must respond to service calls during the construction phase in accordance with the following minimum requirements:

- Emergency Calls must be returned within one hour with the Contractor responding to the site within two hours.
- Non-Emergency Calls must be returned within one business hour 8AM to 5PM weekdays with the Contractor responding to the site within one business day.

### **1.5 Operations and Maintenance Oversight**

During the construction close-out period, the Contractor shall develop a consolidated summary of maintenance recommendations for all new equipment, and a list of recommended responsibilities and schedule for annual and quarterly O&M work related to the ECMs installed by Contractor. These activities shall be closely coordinated with the State's maintenance staff.

As part of this O&M support and oversight responsibility the Contractor shall also provide operations and maintenance training and manuals for the State facility staff. In the M&V reports to be provided per Section 7 of the Investment Grade Audit, Contractor shall note any O&M issues observed during the M&V process.

### **1.6 Training**

The Contractor shall provide classroom style training, hands-on demonstrations, and training manual review. The training program shall be available to all appropriate facilities staff on-site beginning during the commissioning phase. The Contractor shall provide all necessary documentation such as service, operation, parts, and maintenance manuals for all affected equipment. These manuals shall be thoroughly reviewed with the appropriate facilities staff.

The Contractor shall provide the following training services:

All training shall be conducted on site at State of New Hampshire facilities during the construction close-out phase of the work. Training classes shall be available for up to 8 staff and must include training materials for all staff.

<b>Seacoast 29 Buildings - Initial ECM Training Services</b>		
<b>ECM</b>	<b>Training Tasks related to ECMs (Building staff from all buildings will attend joint training sessions)</b>	<b>Training Hours</b>
<b>1</b>	<b>Lighting System Improvements:</b> <ul style="list-style-type: none"> <li>- Review with building staff lamp and ballast and new fixture specifications being installed; discuss like-for-like replacements in future</li> <li>- Discuss occupancy sensor settings procedures; review sensitivity and timing variables</li> <li>- Discuss LED outdoor lighting fixture and sensor maintenance</li> </ul>	<b>4</b>
<b>2 &amp; 3</b>	<b>New Energy Management Systems &amp; Demand Controlled Ventilation:</b> <ul style="list-style-type: none"> <li>- Train on new energy-saving sequences, set points, new points installed, new network controllers, new head-end equipment</li> <li>- Discuss routine maintenance, recalibration, testing, and overrides</li> <li>- Review routine checks on EMCS displays for trouble areas and energy waste</li> </ul>	<b>16</b>
<b>4, 6 &amp; 15</b>	<b>HVAC and Cooling Upgrades:</b> <ul style="list-style-type: none"> <li>- Train on new cooling equipment maintenance</li> <li>- Train on CHW temp reset, sequences, set points, interface with EMS</li> </ul>	<b>4</b>
<b>7 &amp; 13</b>	<b>Building Envelope:</b> <ul style="list-style-type: none"> <li>- Review inspection and repair of weather-stripping</li> <li>- Discuss inspection and maintenance of insulation</li> <li>- Discuss inspection and maintenance of windows / storm windows</li> </ul>	<b>2</b>
<b>9 &amp; 10</b>	<b>Variable Frequency Drives &amp; High Efficiency Aquarium Pumps :</b> <ul style="list-style-type: none"> <li>- Discuss special settings and speed adjustments for VFD controls</li> <li>- Review interfaces with EMS and monitoring of control parameters vs VFD output</li> </ul>	<b>2</b>
<b>11</b>	<b>Water Conservation:</b> <ul style="list-style-type: none"> <li>- Review specifications and documentation of new transformers</li> </ul>	<b>2</b>
<b>16</b>	<b>Transformer Upgrades:</b> <ul style="list-style-type: none"> <li>- Review specifications and documentation of new transformers</li> </ul>	<b>2</b>
<b>17 &amp; 20</b>	<b>Plug Load Controls &amp; Energy Star Refrigerators:</b> <ul style="list-style-type: none"> <li>- Review specifications and documentation of new controllers and how to troubleshoot</li> <li>- Review specifications and documentation of new refrigerators</li> </ul>	<b>2</b>
<b>21</b>	<b>Solar PV Array:</b> <ul style="list-style-type: none"> <li>- Discuss inverter maintenance and inspections</li> <li>- Discuss monthly PV panel inspections</li> <li>- Review emergency procedures</li> </ul>	<b>4</b>
<b>Total Training Hours</b>		<b>38</b>

	<p><b>NOTE:</b></p> <ul style="list-style-type: none"><li>- On-going retraining and new staff training will occur during Contractor's O&amp;M support throughout each year</li><li>- Such training will be done on an ad hoc, as-needed basis upon request from NH DAS building staff</li></ul>	
--	---	--

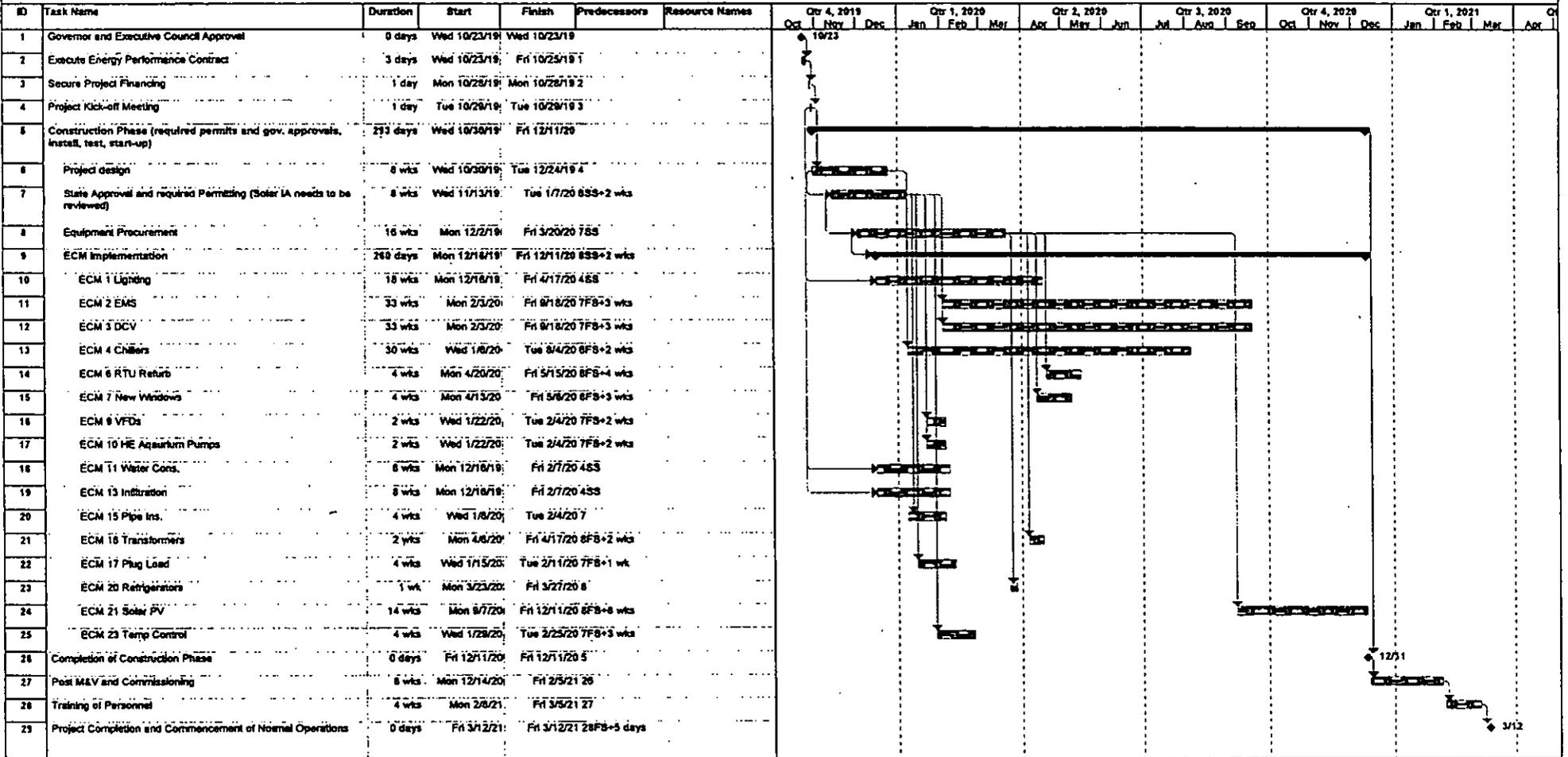
Ameresco Exhibit 3 operations and maintenance

## PRELIMINARY IMPLEMENTATION SCHEDULE

The following schedule represents the estimated project schedule from the Investment Grade Audit (IGA) submission to final construction completion. This preliminary schedule is subject to revision based on actual contract execution date and changes in project timing. Naturally, all scheduling will be coordinated with each Seacoast Agency personnel to ensure that no work will interfere with normal operations.

This preliminary schedule represents a roll-up of major project activities from execution of the Agreement, through completion of improvements and the States' acceptance, to commencement of performance period services. As construction of this project requires significant involvement of State personnel for review and approval of project specifications, design work, and selection of subcontractors, the schedule is intended to be representative of the expected construction period but in no way is a guarantee that any specific activities or the aggregate project will be completed in accordance with the specified periods.

PRELIMINARY PROJECT SCHEDULE  
Energy Savings Project



Task		Rolled Up Progress		External Milestone		Rolled Up Manual Task		Finish-only	
Milestone		External Tasks		Inactive Task		Duration-only		Progress	
Summary		Project Summary		Inactive Task		Manual Summary Rollup		Deadline	
Rolled Up Task		Split		Inactive Milestone		Manual Summary			
Rolled Up Milestone		Rolled Up Split		Inactive Summary		Start-only			

Project: Seacoast NH RFP# 2019-211  
Date: September 18, 2019

## Exhibit 5

### Standards of Service and Comfort

1. In conditioned areas, space temperatures shall be maintained between 68°F dry bulb (heating) and 76°F dry bulb (cooling) during scheduled occupied periods as controlled by the space thermostats or room sensors. In no instance shall the lowest occupied zone temperature in the building, as defined in paragraph 6 below, fall below 68°F during occupied periods (except in cases of boiler or chiller failure). These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air cannot be reduced below the quantities found in ASHRAE standard 62.1-2016, "Ventilation for Acceptable Indoor Air Quality."
  
2. STANDARD HOURS OF OPERATION

Agency/Building	Street	City	Square Footage	Usage Type	Area	Base Hours of Operation
<b>COURT FACILITIES</b>						
Dover Circuit Court	25 St. Thomas St.	Dover	24,000	Courthouse	All	M-F 8:00 AM - 4:00 PM
					Housekeeping	M-F 6:00 AM - 8:00 AM
Portsmouth Circuit Courthouse	111 Parrot Avenue	Portsmouth	19,291	Courthouse	All	M-F 8:00 AM - 4:00 PM
					Housekeeping	M-F 4:00 AM - 8:00 AM
Rochester Circuit Courthouse	76 North Main Street	Rochester	11,000	Courthouse	All	M-F 8:00 AM - 4:00 PM
					Housekeeping	S-TH - 4:00 AM - 8:00 AM
Rockingham Superior	10 Route 125	Brentwood	100,000	Courthouse	All	M-F 8:00 AM - 4:00 PM
					Housekeeping	M-F 4:00 AM - 8:00 AM

<b>EMPLOYMENT SECURITY DEPT</b>						
Agency/Building	Street	City	Square Footage	Usage Type	Area	Base Hours of Operation
Portsmouth Employment Security	2000 Lafayette Rd.	Portsmouth	7,500	Office	All	M-F 8:00 AM - 4:30 PM
					Housekeeping	T,TH,F 4:30 PM-5:30 PM
Somersworth Employment Security	6 Marsh Brook Drive	Somersworth	10,000	Office	All	M-F 8:00 AM - 4:30 PM
					Housekeeping	T,TH,F 4:30 PM-5:30 PM

FISH AND GAME DEPT						
(GBR01) Depot	69 Depot Road	Greenland	1,500	Office	All	M-F 9:00 am - 4:00pm
(GBR02) Discovery Center	89 Depot Road	Greenland	6,031	Other - Education	All	M-F 9:00 am - 4:00pm
(GBR03) Gregg Conservation Center	91 Depot Road	Greenland	6,720	Other - Education	All	M-F 9:00 am - 4:00pm
(PMH01) Residence	287 Meetinghouse Road	New Durham	1,025	Single Family Home	All	M-F 7:30 am - 4:00pm
(PMH02) Garage	287 Meetinghouse Road	New Durham	3,150	Other - Technology/Science	All	M-F 7:30 am - 4:00pm
(PMH03) Hatchery	287 Meetinghouse Road	New Durham	902	Other - Technology/Science	All	M-F 7:30 am - 4:00pm
(PMH04) Brown Building	288 Meetinghouse Road	New Durham	1,560	Warehouse - Non-refrigerated	All	M-F 7:30 am - 4:00pm
(PMH05) Utility	288 Meetinghouse Road	New Durham	1,708	Other - Utility	All	M-F 7:30 am - 4:00pm
(PMH06) Powerhouse	288 Meetinghouse Road	New Durham	330	Energy/Power Station	All	M-F 7:30 am - 4:00pm
(REG3-01) Office	225 Main Street	Durham	6,500	Office	All	M-F 8:00 am - 4:00pm

NATURAL & CULT RESOURCES DEPT						
(ODN01) Science Center	Odions Point State Park	Rye	15,940	Other - Education	All	Feb 16th - Oct 31st Every day 8:00 AM - 5:00 PM Nov 1st - Feb 15th Every day 8:00 AM - 4:00 PM
(HMB03) South Beach Maintenance	30 Slate Park Road	Hampton	3,840	Maintenance Garage/adm'n	All	M-F 8:00 AM - 5:00 PM
(HMS05) North Beach Bathhouse	920 Ocean Blvd.	Hampton	1,859	Beach Bathhouse	All	24 hours / 7 days a week
(WAL01) Wallis Sands Beach	1050 Ocean Blvd.	Rye	4,584	Beach Bathhouse	All	(May - Aug) Every day 8:00 AM - 5:00 PM

TRANSPORTATION DEPT						
District 6 - District Office	271 Main Street	Durham	5,546	Office	All	M-F 6:00 AM - 4:00 PM
District 6 - Shed 605	65 Pinkham Road	Lee	3,009	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
District 6 - Shed 606	50 Gerrish Road	Dover	5,000	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
District 6 - Shed 607	Route 27	Exeter	6,000	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
District 6 - Shed 609	Route 108	Newfields	4,795	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
District 6 - Shed 610	Route 1	Rye	3,120	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
District 6 - Shed 612	143 South Road	North Hampton	2,891	Other - Public Services	All	M-F 6:30 AM - 3:00 PM
Mechanical Services Satellite Garage - No. Hampton	147 South Road	North Hampton	5,675	Repair Services (vehicle, etc.)	All	

TURNPIKES						
Turnpikes - Hampton Maintenance - 7015	I-95	Hampton	12,740	Other - Public Services	All	M-F 7:00 AM - 3:30 PM

3. During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperatures or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F - 76°F range by the start of the next occupied period.
4. Hot water to kitchen areas will be supplied at a temperature of 120°F. Domestic hot water for bathrooms, showers and hygiene purposes shall be delivered at a temperature between 85°F and 110°F. All other domestic hot water temperature requirements must meet applicable NH plumbing code standards.
5. Minimum lighting levels shall be in accordance with applicable Illumination Engineering Society (IES) standards for each type of space and activity as of the time of the Measure installation. It is recommended a sampling of light level readings be taken at various locations before considering lighting upgrade options. This will assure post-retrofit light levels will be adequate and that lighting upgrades will not be based on existing light levels which may be below or above IES standards.
6. The setpoints agreed to above (68F heating and 76F cooling) shall be programmed into Energy Management Control System (where applicable) as the center point of the temperature control band, which, like all control devices typically has a +1 to +2 °F swing during equipment cycles. Zone space temperature will be reported by a single zone space sensor, and depending on the time of day and location within the zone it serves, actual space temperatures throughout the zone will be higher or lower than indicated by the zone sensor. Employees seated close to windows, for example, can experience temperatures lower than the zone sensor on a windy, cold day, and higher than the sensor on a sunny, hot day. As in all control systems, periodic recalibration of space sensors will be required to maintain their accuracy and to adjust for localized effects such as described above. Agreed-upon setpoints shall represent the space temperatures averaged throughout the zone and over a typical equipment heating/cooling operating cycle.

## Exhibit 6 Included ECMs

6.1 The following ECMs are included in the Project:

New Hampshire RFP 2019-2111 Energy Conservation Measures (ECMs)	Energy Conservation Measures (ECMs)															
	Lighting System Improvements	Low Energy Management System	Demand Control Ventilation	Chiller Replacement	RTU Replacement	New Windows	Variable Frequency Drives	High Efficiency Aquatic Pumps	Water Conservation	Infiltration Reduction	Pipe Insulation	New Transmitters	Plumbing Controls	Energy Star Refrigerator	Smart PV Array	Temperature Controls
Facility	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225
Rockingham Superior Courthouse	X	X	X	X			X		X	X	X	X	X	X	X	
Portsmouth Employment Security Depot	X	X	X		X				X	X			X			
Discovery Center	X							X	X	X	X		X			X
Gregg Conservation Center Science Center	X					X		X	X	X			X		X	X
Dover Circuit Court	X	X						X	X	X						
Portsmouth Circuit Courthouse	X	X						X	X	X						
Rochester Circuit Courthouse	X	X							X	X				X		
Somersworth Employment Security	X				X											X
Fish & Game Region 3 Office	X										X					X
South Beach Maintenance Garage	X															X
North Beach Bathhouse	X															
Walls Sands Beach Bathhouse	X							X								
District 6 - Office	X															
District 6 - Shed 05 (Lee)	X									X						
District 6 - Shed 06 (Dover)	X									X						X
District 6 - Shed 07 (Exeter)	X															
District 6 - Shed 09 (Newfields)	X															
District 6 - Shed 10 (Rye)	X															
Turnpikes - Hampton Maintenance 7015	X								X	X				X	X	

Additional details on each ECM are included in the Investment Grade Audit.

## **Appendix A**

### **Investment Grade Audit**

This Appendix A includes by reference the Investment Grade Audit dated as of May 28, 2019 (revised June 21, 2019) and submitted under separate cover.

# 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 AMERESCO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 27, 2000. 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: 356531

Certificate Number: 0004591155



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of September A.D. 2019.

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

William M. Gardner  
Secretary of State

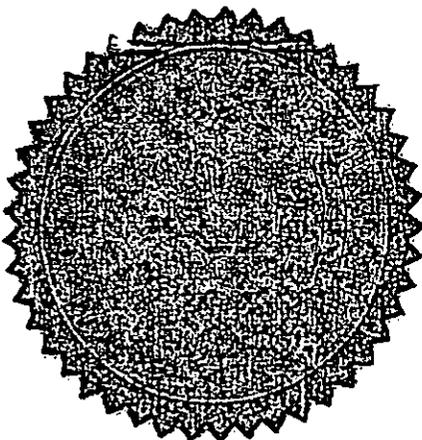
State of New Hampshire  
Department of State

CERTIFICATE OF AUTHORITY OF

AMERESCO, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that an Application of AMERESCO, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to AMERESCO, INC. to transact business in this State under the name of AMERESCO, INC. and attaches hereto a copy of the Application for such Certificate.



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of September A.D. 2000

A handwritten signature in black ink, appearing to read "Robert P. Ambrose". The signature is written in a cursive, flowing style.

Robert P. Ambrose  
Deputy Secretary of State

# Business Information

## Business Details

---

Business Name: AMERESCO, INC.	Business ID: 356531
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 09/27/2000	Name in State of Incorporation: AMERESCO, INC.
Date of Formation in Jurisdiction: 09/27/2000	
Principal Office Address: 111 SPEEN ST STE 410, FRAMINGHAM, MA, 01701, USA	Mailing Address: 111 SPEEN ST STE 410, FRAMINGHAM, MA, 01701, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2019
	Next Report Year: 2020
Duration: Perpetual	
Business Email: nseyer@ameresco.com	Phone #: NONE
Notification Email: nseyer@ameresco.com	Fiscal Year End Date: NONE

---

## Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE ENERGY MANAGEMENT AND ENERGY CONSERVATION SERVICES	

---

## Principals Information

---

Name/Title	Business Address
George P. Sakellaris / President	111 Speen Street Suite 410, Framingham, MA, 01701, USA
George P. Sakellaris / Director	111 Speen Street Suite 410, Framingham, MA, 01701, USA
David J. Corrsin / Director	111 Speen Street Suite 410, Framingham, MA, 01701, USA
David J. Corrsin / Secretary	111 Speen Street Suite 410, Framingham, MA, 01701, USA
Joseph W. Sutton / Director	1100 Louisiana, Suite 5050, Houston, TX, USA

< Previous

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1

2

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Next >

Page 1 of 2, records 1 to 5 of 6

Go to Page

---

## Registered Agent Information

---

Name: National Registered Agents, Inc.

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

---

## Trade Name Information

---

No Trade Name(s) associated to this business.

---

## Trade Name Owned By

---

No Records to View.

---

## Trademark Information

---

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)

[Shares](#)   [Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

**From:** Connor, Michael P  
**To:** Abate, Ken  
**Cc:** Perrin, Donald  
**Subject:** FW: Vendor Number  
**Date:** Thursday, September 12, 2019 9:36:16 AM

---

Caution - External Email

Ken: Here you go

Thanks

Mike Connor

**From:** DAS: PRCHWEB <PRCH.WEB@das.nh.gov>  
**Sent:** Wednesday, September 11, 2019 4:19 PM  
**To:** Connor, Michael P <Michael.Connor@das.nh.gov>  
**Cc:** Sorel, Leo A <Leo.Sorel@das.nh.gov>  
**Subject:** RE: Vendor Number

Hi Mr. Connor!

162569 – Ameresco Inc.

Have a great day!

**Chris Lewis**  
*Purchasing Assistant  
State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
25 Capitol Street  
Concord, NH 03301  
Phone: (603) 271-3147*

**From:** Sorel, Leo A <Leo.Sorel@das.nh.gov>  
**Sent:** Wednesday, September 11, 2019 4:15 PM  
**To:** DAS: PRCHWEB <PRCH.WEB@das.nh.gov>  
**Subject:** FW: Vendor Number

**Leo Sorel, Purchasing Agent**

**Data Control Administration**  
**Bureau of Purchase & Property**  
TEL: (603) 271-2650  
FAX: (603) 271-2700  
<https://das.nh.gov/purchasing/>

**From:** Connor, Michael P <[Michael.Connor@das.nh.gov](mailto:Michael.Connor@das.nh.gov)>  
**Sent:** Wednesday, September 11, 2019 4:07 PM  
**To:** Sorel, Leo A <[Leo.Sorel@das.nh.gov](mailto:Leo.Sorel@das.nh.gov)>  
**Subject:** Vendor Number

Leo: Can you provide me with a vendor number for the following company:

Ameresco  
111 Speen Street, Suite 410  
Framingham, MA 01701

Thanks

Mike

**\*\*\* AMERESCO NOTICE \*\*\*** Please send all suspicious email including spam, phishing or anything you are unsure of to [suspicious@ameresco.com](mailto:suspicious@ameresco.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/2/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617-261-6700      FAX (A/C, No): 617-646-0400 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Ameresco, Inc. 111 Speen Street Suite 410 Framingham MA 01701	AMERINC-17	
	<b>INSURER A:</b> Zurich American Insurance Company      16535	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 1069987201**      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO585238806	12/31/2018	11/30/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC595394508	12/31/2018	11/30/2019	<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
A	Installation Floater			PWG455350515	11/30/2018	11/30/2018	Limit	\$15,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol Street Concord NH 03301	<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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INCUMBENCY

I, David J. Corrsin, do hereby certify that:

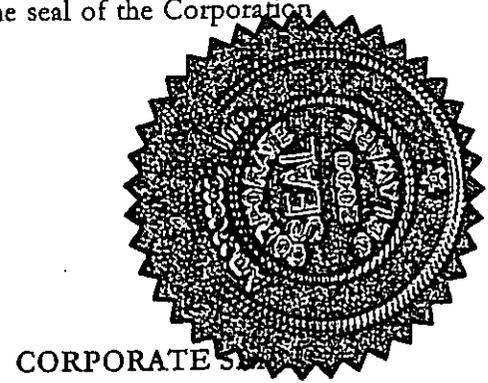
1. I am the duly elected and acting Secretary of Ameresco, Inc., a corporation organized and existing under the laws of the State of Delaware.
2. As of the date hereof, Michael J. Daigneault is an Officer of the Corporation, holding the office of Senior Vice President, and is authorized to execute and deliver contracts and other obligations of the Corporation in the name and on behalf of the Corporation and to affix the Corporation's seal thereto; and
3. Any such contract or obligations executed and delivered by Michael J. Daigneault on behalf of Ameresco, Inc. shall be valid and binding upon the Corporation.

In Witness Whereof, I have duly executed this Certificate and affixed the seal of the Corporation hereto this 11<sup>th</sup> day of September 2019.

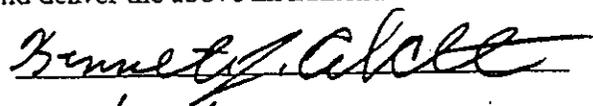
A TRUE COPY:

ATTEST:   
David J. Corrsin, Secretary  
Ameresco, Inc.

DATED: 9/11/19



AT: 111 Speen Street, Framingham, Massachusetts 01701, USA

STATE OF: Massachusetts  
COUNTY OF: Middlesex  
On this the 11th day of September, 2019, before me personally appeared David J. Corrsin, who being by me duly sworn, did depose and say that he is the Secretary of Ameresco, Inc. and is authorized to execute and deliver the above instrument.  
NOTARY PUBLIC:   
COMMISSION EXPIRES: 5/20/26 NOTARY SEAL

