



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 16, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source** contract with Blake Thermal Sales & Service, Inc., (VC # 392691) Bow, NH for a total of \$28,320.80 to provide steam system inspection, maintenance, and repair maintenance at 33 Green Street in Concord. The term of the contract shall begin on May 15, 2023, or upon approval of the Governor and Executive Council whichever is later, through May 14, 2024. **15% Transfer from Other Agencies, 19% Intra-Agency Transfers and 66% General Funds.**

Funds are available in the following account for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-14-14-14150000-2950000, General Services Maint & Grnds

State FY	Class-Account	Class Title	Amount
2023	048-500226	Contract Repairs; Bldg Grnds	\$12,575.15
2024	048-500226	Contract Repairs; Bldg Grnds	\$15,745.65
		Total:	\$28,320.80

EXPLANATION

This contact is **sole source** because Blake Thermal Sales and Service, Inc., is the only New Hampshire firm that is approved by Cleaver Brooks to perform inspection, maintenance, and repair services on Cleaver Brooks equipment.

The Department of Administrative Services (DAS) operates and maintains a central steam heating system at 33 Green Street that provides steam heat to the State House, State House Annex and State Library. The steam heating system was manufactured by Cleaver Brooks. Through a separate contract that was bid by the Division of Public Works and approved by Governor and Council on December 22, 2021, Item #116, Engineered Construction Services, Inc., will be replacing a surge tank and upgrading some controls to make the heating system more efficient. Once the new equipment is installed, it will be



His Excellency, Governor Christopher T. Sununu

and the Honorable Council

March 16, 2023

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under warranty for a year. In order to maintain the Cleaver Brooks heating system warranty, DAS is required to complete annual inspections and obtain maintenance and repair services from a factory approved contractor.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner



221 Law Street
Thomasville, GA 31792
229.226.3024
cleaverbrooks.com

February 17, 2023

Subject: Authorized Cleaver-Brooks Representative for New Hampshire

To Whom It May Concern:

This memo will confirm that The Blake Thermal Sales and Service located in Bow, New Hampshire is the only authorized Cleaver-Brooks representative for all new equipment, parts, conversions and service for all Cleaver-Brooks products in New Hampshire.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

Duane J. Rolkosky

Duane Rolkosky
Corporate Regional Manager – Eastern Region
414.232.8327
drokosky@cleaverbrooks.com

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

EXHIBIT "A"
SPECIAL PROVISIONS

1. No Special Provisions.

Contractor Initials ad
Date 14-Mar-23

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "steam heating system maintenance and inspection services" for 2 - Cleaver Brooks boilers and associated steam heating system equipment located at 33 Green Street, Concord, NH.

2. The term of this contract shall be from May 15, 2023, through May 14, 2024.

3. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

- 1 - Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-1
- 1 - Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-2
- 1 - Cleaver Brooks Deaerator, Model # SM-15-260-2E, Serial # T6687-4-1
- 1 - Cleaver Brooks Surge Tank, Model # SRG-600, Serial # T6687-5-1

4. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer's recommendations.

Summer Maintenance - May 30 - 31, 2023

Boiler #1 & Boiler #2

- Drain and open both boilers fire and waterside for inspection.
- Inspect pressure vessel for cracks, visible corrosion, and scale.
- Inspect attaching mechanisms.
- Inspect boiler for any visible signs of hot spots and discoloration.
- Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
- Inspect the refractory and insulation for wear.
- Open waterside man holds and handholds for inspection.
- Inspect and flush water side of boilers with water.
- Have boiler opened and available for inspection by 10:00 AM on May 31, 2023, by State boiler inspector.
- Inspect water column and gauge glass for wear and etching.
- Open and inspect internals of low water cutoff equipment.
- Leave boiler open and install State supplied lights with GFI protection.

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Contractor Initials CW
Date 14-may-23

DA Tank

- Open manway, flush surfaces, level sensor and blowdown column.
- Check anode. Replace, if necessary, with State supplied anode
- Leave unit open and install State supplied lights with GFI protection.
- Secure DA tank system for control system replacement (by others).

Surge Tank

- Open and flush waterside surfaces, level sensors, and blowdown column.
- Secure Surge tank system for surge tank and control system replacement (by others).

Fall Maintenance Week of September 18-22, 2023

Boiler #1 & Boiler #2

- Provide fireside and waterside gaskets.
- Reseal boiler access panels both fireside and water side.
- Blow down the gauge glass & assembly.
- Perform a low drain test of low water cutoff.
- Inspect and flush pressure control tree as needed.
- Test water column water level ports.
- Test operation of safety controls.
- Test flame failure detection system for pilot & main fuels.
- Test flame failure safety shutdown timing.
- Test fuel train interlocks.
- Test high and low fuel temperature/pressure interlocks.
- Test operating and high limit control functionality.
- Test trial for ignition and full sequence timing.
- Inspect the feed water valve and controls for proper operation.
- Inspect blowdown valve and equipment for leakage and wear.
- Close boiler and test fire.

DA Tank

- DA Tank controls to be upgraded during the summer of 2023 by others.
- Provide gaskets and close waterside
- Coordinate with the private vendor installing new controls for the DA tank
- Adjust the existing Cleaver Brooks steam heating system controls to ensure that new DA tank works properly.
- Bring the DA tank online.

Surge Tank

- Surge Tank and controls to be replaced during the summer of 2023 by others.
- Coordinate with the private contractor installing the new surge tank and controls.
- Adjust the existing Cleaver Brooks steam heating system to ensure that the new surge tank and controls integrate and work properly.
- Bring Surge Tank online.

Winter Maintenance December 2023

- Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
5. The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.
6. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.
7. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.
8. The State will:
- a. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - b. Lockout and tag out all equipment.
 - c. Schedule State boiler inspector.
 - d. Perform bi-weekly inspections to check lights in the boilers and DA tank are working and no moisture is collecting on metal surfaces.
 - e. Be able to provide full steam load to tune boilers.
 - f. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.
9. All Contractor correspondence and submittals shall be sent to:

Michael Connor
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 417
Concord, NH 03301

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Contractor Initials CD
Date 14-Mar-23

Exhibit "C"

Payment Terms

1. The Contractor hereby agrees to provide "Steam Heating System Maintenance and Inspection Services", in complete compliance with the terms and conditions specified in Exhibit B as follows:

Summer Maintenance	<u>\$10,575.15</u>
Fall Maintenance	<u>\$ 7,948.79</u>
Winter Maintenance	<u>\$ 1,796.86</u>
Total	<u>\$20,320.80</u>

2. In addition to the Steam Heating System Maintenance and Inspection Services, the Contractor shall provide Steam Boiler System Repair Services at the following rates not to exceed \$:

Monday through Friday 7:30 AM to 4:00 PM	<u>\$ 139.50</u> per hour per person
Monday through Friday 4:01 PM to 7:29 AM	<u>\$ 209.25</u> per hour per person
Saturday Work	<u>\$ 209.25</u> per hour per person
Sunday Work	<u>\$ 279.00</u> per hour per person

Invoiced time is based on a portal-to-portal basis. Truck Use Fee \$113.00. Materials shall be invoiced not to exceed 10% above contractor's cost. Any such Steam Boiler System Repair Services must be approved in writing in advance by the Contracting Officer.

3. In no event shall the contract price exceed the price limitation of \$28,320.80
4. The Contractor shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payment shall be made by means of a check mailed to the address Paragraph 1.4 of this contract.

Contractor Initials CO
Date 14-mar-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BLAKE THERMAL SALES & SERVICE INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on January 27, 2022. 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: 891830

Certificate Number : 0006152296



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

2023 ANNUAL REPORT

Filed
Date Filed: 1/4/2023
Effective Date: 1/4/2023
Business ID: 891830
David M. Scanlan
Secretary of State

BUSINESS NAME: BLAKE THERMAL SALES & SERVICE INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 891830
STATE OF INCORPORATION: Connecticut

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
4 New Park Road East Windsor, CT, 06088, USA	4 New Park Road East Windsor, CT, 06088, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: CORPORATION SERVICE COMPANY (150560)
REGISTERED AGENT OFFICE ADDRESS: 10 Ferry Street Suite 313 Concord, NH, 03301, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Boiler & Thermal Equipment Sales & Service	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Fred Cuda	4 New Park Road, East Windsor, CT, 06088, USA	President
Michele DePatie	4 New Park Road, East Windsor, CT, 06088, USA	Vice President
Michele DePatie	4 New Park Road, East Windsor, CT, 06088, USA	Secretary
Fred Cuda	4 New Park Road, East Windsor, CT, 06088, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Vice President

Signature: Michele DePatie

Name of Signer: Michele DePatie

CERTIFICATE OF VOTE

I, Michele DePatie, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Blake Thermal Sales & Service, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/13/2023:
(Date)

RESOLVED: That the General Manager
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of March, 2023.
(Date Contract Signed)

4. Christopher Naale is the duly elected General Manager
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Michele DePatie
(Signature of the Elected Officer)

CONNECTICUT
STATE OF NEW HAMPSHIRE
County of HARTFORD

The forgoing instrument was acknowledged before me this 13th day of March, 2023.

By Michele DePatie
(Name of Elected Officer of the Agency)

Amy Renee Soley
(Notary Public/Justice of the Peace)
Amy Renee Soley



Commission Expires: 8/31/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/02/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Blake Thermal Sales & Service, Inc. 4 New Park Rd East Windsor CT 06088 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Zurich American Ins Co
	INSURER B:	American Zurich Ins Co
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570098120929** **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. **Limits shown are as requested**

INSTR 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0651081525	04/01/2023	04/01/2024	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 - COM/POP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			BAP 6510814-25	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A	wc651067725	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570098120929

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire and Northern New Hampshire Correctional Facility are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire 25 Capitol St., Room 418 Concord NH 03301 USA	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 <i>Aon Risk Services Central, Inc</i>

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