



ADMINISTRATIVE OFFICE
 45 SOUTH FRUIT STREET
 CONCORD, NH 03301-4857



51

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

May 31, 2024

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (“NHES”) to enter into an agreement with Eckhardt & Johnson, LLC, Manchester, NH in the amount not to exceed \$470,000.00 for statewide Heating, Ventilation and Air Conditioning maintenance, repairs, and replacement services from the date of Governor and Council approval, or July 1, 2024, whichever is later, through June 30, 2027. 100% Federal Funds.

Funds are available in the following accounts for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, contingent upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-27-27-270010 DEPT OF EMPLOYMENT SECURITY		SFY		
		<u>2025</u>	<u>2026</u>	<u>2027</u>
8040-048-500226	Maintenance, Building & Grounds	80,000	80,000	80,000
8041-048-500226	Maintenance, Building & Grounds	230,000		

EXPLANATION

NHES is requesting approval of the attached agreement for statewide HVAC preventative maintenance, repairs, and replacement services. The contract total of \$470,000.00 is for the period from July 1, 2024, through June 30, 2027, and includes support and maintenance for nine (9) buildings for which the department owns or is responsible for system maintenance. This also includes potential system repairs and replacements as needed during the term of the contract. Further, the contract includes the full replacement for the HVAC system in the Laconia office as that system is beyond its useful life and is need of replacement.

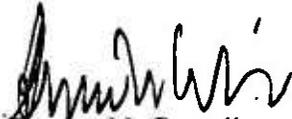
NHES is a proud member of America’s Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: www.nhes.nh.gov

Competitive proposals were sought for statewide HVAC preventative maintenance, repair, and replacement services. Request for Proposal (“RFP”) NHES 2024-01 was publicly issued on March 30, 2024, to obtain qualified vendors. The RFP was posted to both the Department of Administrative Services and NHES websites.

Two (2) proposals were received by the deadline of April 19, 2024. One of the proposals was non-conforming because it did not include a proposal for removal and replacement of the HVAC components at the NHES Laconia Local Office. The only proposal responsive to all elements of the RFP was selected.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis".

George N. Copadis
Commissioner

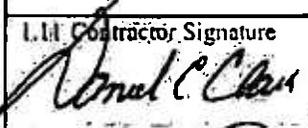
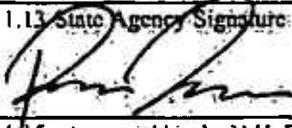
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Eckhardt & Johnson, LLC		1.4 Contractor Address 6 Eastpoint Drive Hooksett, NH 03106	
1.5 Contractor Phone Number 603-622-7493	1.6 Account Unit and Class 8040-048-500226 & 8041-048-500226	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$470,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature  Date: 5/30/24		1.12 Name and Title of Contractor Signatory DANIEL C CLARK PRESIDENT	
1.13 State Agency Signature  Date: 5/30/24		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: May 30, 2024			
1.17 Approval by the Governor and Executive Council: (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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. Additional Provisions

1.1 Termination

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

1.2 Confidentiality and Criminal Record

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

1.3 Vendor Applications/Alternate W-9

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

1.4 NH Certificate of Good Standing

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

1.5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters in Primary Covered Transactions

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

1.6 Americans with Disabilities Act

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

Contractor Initials DCC
Date 5/30/24

1.7 Non-Discrimination

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

1.8 Never Contract with the Enemy

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

1.9 Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1.10 Stevens Amendment

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

1.11 Davis-Bacon Act (if applicable)

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

1.12 Damage (if applicable)

Contractor Initials DCC
Date 5/30/24

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

1.13 Payment Bond/Miller Act (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

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

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

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

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

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

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

Contractor Initials DCC
Date 5/30/24

1.17 Byrd Anti-Lobbying Amendment (if applicable)

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

1.18 Never Contract with the Enemy

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

1.19 Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1.20 Stevens Amendment

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

Contractor Initials DCC
Date 5/30/24

EXHIBIT B
SCOPE OF SERVICES

2. Scope of Services

Contractor will perform all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide preventative maintenance and repair/replacement services for NHES HVAC systems at facilities across the state. Contractor shall also install replacement units/parts as needed. HVAC systems shall include all humidifiers, direct exhaust units and any applicable unit that may be in or at current NHES locations, or at locations that may come under the control of NHES. Contractor is responsible for obtaining all materials, permits and approvals required for work performed under this contract.

2.1 Replacement of HVAC Systems at Laconia Local Office

Within three (3) months of contract award, Contractor will remove the following HVAC system components at NHES's Local Office in Laconia, NH:

- [2] York twinned gas fired furnaces 260,000 BTU
 - [2] York 15 ton condenser matching DX coils
 - [4] Furnaces -York Model #PHUE3N13006
 - [2] Condensers -York Model #HB180C00A2
 - [4] DX Coils -York GFD090535
 - [2] Humidifiers SK320M Serial #03179940 and #034210757
 - [1] Mitsubishi Split System Model #PK18FK3 Serial #28G000659D
- Building Automated System
Metasys 30

Within three (3) months of contract award, Contract will install the following HVAC system components at NHES's Local Office in Laconia, NH:

- [4] Gas fired furnaces
 - [4] Condensing Units
 - [4] DX Coils
 - [4] Thermostats providing (4) four zones of thermostatic control
- Combustion air and venting
New supply air and return air duct system, including
 - Duct systems to be installed to match current floor plans
 - Duct to be insulated to code requirements
 - Supply air diffusers and return air grilles
- Gas Piping
Refrigerant Piping
Condensate Piping
New DDC Control System

Contractor Initials DCC
Date 5/30/24

Installed equipment shall be of similar or better quality than removed equipment.

Contract shall further provide air balancing, labeling, permits, PE Stamped engineering drawings, start-up and commissioning, and training to NHES staff.

2.2 Frequency of Examinations

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

2.3 Specifications

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

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

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

Contractor Initials DCC
Date 5/30/24

DP-40 pleated, medium efficiency filter or washable filter. Replace interior washable, pleated filters with MERV 11 filters (minimum standard capacity).

2.4 Locations and Equipment

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

151 Pleasant Street, Berlin, NH 03570

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

404 Washington Street, Claremont, NH 03743

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

45 South Fruit Street, Concord, NH 03301

Trane Blower Coils:

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

Trane Fan Coils:

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

Humidifiers:

Contractor Initials DCC
Date 5/30/24

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

Boilers:

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

Building Automated System

Tracer ES (currently maintained by Trane US Inc)

518 White Mountain Highway, Conway, NH 03818

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

426 Union Avenue, Laconia, NH 03246

Replacement system described above

6 Townsend West, Nashua, NH 03263

- [1] Liebert Split System Model #DS028AMCOE1353A Serial #CO708E0083
- [2] Bryant Model #580FEV090180 Serial #1902G50627 and #3602G50621 – RTU #1 and #2
- [1] Bryant Model #580FEV060115 Serial #3502G102-12 – RTU #3
- [1] Bryant Model #582ANW018040 Serial #1702G209700N –RTU #4
- [2] Bryant Model #582ANW024060 Serial #2902G20971 and #3002G40957 – RTU #5 and #6
- [2] Bryant Model #580FEV036074GA Serial #4107G40434 and #4102G433 – RTU #7 and #8
- [2] Steam Humidifier NEP Model #SK320M-208-3 Serial #02439040 and #02449094
- [1] Includes HRM Humidistat Room Modulation - HC204 Humidistat Siebe
- [1] RH1405D0 Pressure Differential
- [1] 1-3/8 Hose
- [1] 30E 30" 35MM Manifold
- [1] Steam Humidifier SK306M Serial #051913510

Building Automated System

Back Talk View Port

2000 Lafayette Road, Portsmouth, NH 03801

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

29 South Broadway, Salem, NH 03079

- [4] Greenheck Ventilator Fan Units
- [1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF107

Contractor Initials DCC
Date 5/30/24

- [1] Trane 10 ton YSC 120 Gas Heating/Cooling Model #BCF106
- [1] Pure steam "PS-6.5" Humidifier

6 Marsh Brook Drive, Somersworth, NH 03878

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

2.4 Response Time

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

2.5 Report

Upon completion of each preventative maintenance inspection, the Vendor will provide NHES a written report or findings.

2.6 Work Area

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

2.7 Sub-Contracting

Vendor will not sub-contract any HVAC task unless prior approval is received from NHES. Work required by a utility company may be done, at Vendor's expense, as required. Utility companies are not sub-contractors.

Some jobs may require repair work to walls, floors or ceilings as a result of required access for wiring. Vendor may sub-contract this repair work if sub-contractor is approved, in advance, by NHES.

Sub-contractor rates for control portion of HVAC systems will be normal rates charged on government jobs and may exceed rates established in this agreement. The sub-contractor hourly

Contractor Initials DCC
Date 5/30/24

rate may not exceed \$150 per hour during normal business hours, and may allow for overtime rates as applicable, which may include off-business hours, weekends, Sunday and holidays.

2.8 Safety Issues and Compliance Requirements

Safety and protection of NHES personnel and property is of the utmost concern. Contractor will, whenever necessary or required, furnish safety equipment and devices and take all precautions necessary to protect health, safety and property. All work will interfere as little as possible with NHES business functions.

Work will be performed in compliance with all applicable State and Federal safety laws, rules, regulations and standards, including but not limited to OSHA and US Department of Labor requirements.

Any damage to NHES property will be reported to NHES by the Contractor within five (5) working days of any incident. Damage to NHES property will be the responsibility of the Vendor. Vendor will repair any damage it causes to NHES property promptly at no expense to NHES.

Any rubbish or debris, including spent batteries or other equipment, will be promptly removed from the premises following replacement. All materials will be disposed of off-site in accordance with applicable laws, rules, regulations and ordinances.

2.9 Scheduling and Mileage

NHES reserves the right to schedule HVAC work to be completed by its own qualified employees if possible.

NHES reserves the right, in an emergency, due to HVAC Vendor's busy schedule, or on-going large projects, if needed, to schedule with other HVAC Vendors.

Mileage rate for one vehicle traveling to job site will be paid at the current state mileage rate. Travel miles will be calculated for one vehicle per job site or any number of continuous sites per day. Travel time will be computed per scheduled worker based on starting from home base or Concord, or previous NHES site, whichever is closest to job site, and returning to home base. Travel time/mileage will be detailed on invoice.

Contractor Initials DCC
Date 5/30/24

**EXHIBIT C
METHOD OF PAYMENT**

3. Method of Payment

3.1 Pricing

Contractor agrees to provide NHES with services as indicated in **Exhibit B** of this Agreement at prices shown below. The Contract is for a term beginning upon necessary approvals by the New Hampshire Governor and Executive Council and continuing through June 30, 2027. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

A. Pricing for Removal and Replacement of HVAC Systems at Laconia Local Office

Removal and Replacement of HVAC System components at Laconia Local Office
\$230,000.00

B. Pricing for Maintenance, Repair and Replacement Services

HOURLY REPAIR RATE		OTHER COSTS		
Monday - Friday, 8AM-5PM	\$95.00	Materials @ cost or plus	20	%
Monday - Friday, 5PM-8AM	\$142.50	Cost of pumping down refrigerant and recharging	\$55.00	per lb
Holiday Rate	\$190.00			
Travel Rate	\$75.00			

Any additional costs that may be charged below:

15% markup on all subcontractor work

3.2 Invoices

Contractor will invoice NHES following completion and acceptance of each job. NHES will make payment through the normal state payment process, which is up to 30 days following receipt of approved invoice.

Contractor Initials DCC
 Date 5/30/24

Invoice must include the following:

- Date work was performed;
- Address of job site;
- Brief description of work performed;
- Itemized listing of hours worked; and
- Hourly rate charged.

Invoices should be sent to:

New Hampshire Employment Security
ATTN: Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Contractor Initials DCC
Date 5/30/24

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

Business ID: 11047

Certificate Number: 0006695526



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Eckhardt & Johnson

MECHANICAL CONTRACTORS

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



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

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

I. Authorized Signatories

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

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

II. Miscellaneous

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

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



Daniel C. Clair, Sole Director

5/30/24

Date

State of New Hampshire

County of Merrimack

On May 30th, 2024, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

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





Notary Public/Justice of the Peace

Commission Expires: 12.7.2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2024

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: sdearden@rowleyagency.com	FAX (A/C, No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Eckhardt & Johnson, LLC 6 Eastpoint Drive Hooksett NH 03106	INSURER A: Union Insurance Company	NAIC # 25844
	INSURER B: Acadia Insurance Company	NAIC # 31325
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 all lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA508388922	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA508389021	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA508389121	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA508389221 3A States: NH & MA	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388922	4/1/2024	4/1/2025	Deductible: \$500 \$325,000 Deductible: \$500 \$100,000

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

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Dearden/CHH <i>Scott M. Dearden</i>

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