STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 4/8/2020

CONTRACT #: 8002589
NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: Alliance Group, Inc.
VENDOR CODE #: 216354

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/8/2020

Form Revised 8/23/2019 LMR
SECOND AMENDMENT TO THE CONTRACT
BETWEEN ALLIANCE GROUP, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002589

This Second Amendment (hereinafter referred to as the “Amendment”), dated this ___ day of April, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as “the State”) and Alliance Group, Inc. (hereinafter referred to as “the Contractor”) for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective September 9, 2019, first amended by the First Amendment on November 11, 2019 and set to expire December 31, 2022 (hereinafter referred to as “the Agreement”), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
   1.8 $754,778.40

2. Amend Exhibit B Payment & Pricing; add the following locations and prices:

   | NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (DNCR) |
   | FACILITY NAME       | TOWN       | SEMI-ANNUAL PRICE (1/1/20 - 12/31/20) | SEMI-ANNUAL PRICE (1/1/21 - 12/31/21) | SEMI-ANNUAL PRICE (1/1/22 - 12/31/22) |
   | Milan Hill          | Milan      | $1,248.00                             | $1,248.00                             | $1,248.00                             |
   | Beiknap Mountain   | Gilford    | $1,248.00                             | $1,248.00                             | $1,248.00                             |
   | Kearsarge Mountain | Wilnot     | $624.00                               | $624.00                               | $624.00                               |
   | Pack Monadnock     | Peterborough | $1,248.00                           | $1,248.00                           | $1,248.00                           |

   | NH DEPT. OF SAFETY, DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS |
   | FACILITY NAME          | TOWN           | SEMI-ANNUAL PRICE (1/1/20 - 12/31/20) | SEMI-ANNUAL PRICE (1/1/21 - 12/31/21) | SEMI-ANNUAL PRICE (1/1/22 - 12/31/22) |
   | Blue Job               | Farmington     | $1248.00                             | $1248.00                             | $1248.00                             |
   | Pack Monadnock/Miller  | Peterborough  | $1248.00                             | $1248.00                             | $1248.00                             |
   | State Park             |               | $1248.00                             | $1248.00                             | $1248.00                             |
   | Mt. Whitfield          | Tamworth       | $1248.00                             | $1248.00                             | $1248.00                             |
   | Oak Hill               | Concord/Loudon | $1248.00                            | $1248.00                             | $1248.00                             |
   | Kearsarge State Park   | Warner         | $624.00                               | $624.00                               | $624.00                               |

Contractor Initials: ____________________________  Date: __________
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3. **Add to Exhibit A: Scope of Services for the following locations:**

**NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (DNCR)**

1. Preventative Maintenance one (1) Spring and one (1) Fall per manufacturer’s recommendations to include:
   - Two (2) air filter changes per year (Contractor supplied)
   - One (1) drive belt change per year (if applicable)
   - One (1) low pressure condenser coil cleaning per year
   - One (1) evaporator coil inspection per year
   - One (1) full AC inspection and testing every spring
   - One (1) full heating inspection and testing every fall
   - Two (2) control inspection testing and calibrations twice (2) per year

2. Contractor will supply own transportation equipment to include 4 X 4 on road vehicle

3. Contractor will supply own suitable off-road transportation to include either an ATV, UTV, snowmobile, tracked vehicle while being escorted to each site

4. Contractor will supply basic miscellaneous PM Materials, coil cleaner, lubricants, cleaning supplies, etc., used repair parts to be billable only when used, intended to reduce multiple access charges

6. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

7. Request to repair and/or replace parts shall be approved by the District Administrator or his/her designated representative. Materials shall be invoiced not to exceed 10% above Contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the applicable Department of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

8. HVAC Repair/Emergency Rates per parent contract shall apply for those sites listed above.

**DEPARTMENT OF SAFETY, DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS**

1. Preventative Maintenance one (1) Spring and one (1) Fall per manufacturer’s recommendations to include:
   - Two (2) air filter changes per year (Contractor supplied)
• One (1) drive belt change per year (if applicable)
• One (1) low pressure condenser coil cleaning per year
• One (1) evaporator coil inspection per year
• One (1) full AC inspection and testing every spring
• One (1) full heating inspection and testing every fall
• Two (2) control inspection testing and calibrations twice (2) a year

2. Contractor will supply own transportation equipment to include 4 x 4 on road vehicle

3. Contractor will supply own suitable off-road transportation to include either an ATV, UTV, snowmobile, tracked vehicle while being escorted to each site

4. Contractor will supply basic miscellaneous PM materials, coil cleaner, lubricants, cleaning supplies, etc.

5. Contractor will stock and carry to each PM or service call a spare parts kit of Marvair commonly used repair parts to be billable only when used. Intended to reduce multiple access charges

6. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

7. Request to repair and/or replace parts shall be approved by the District Administrator or his/her designated representative. Materials shall be invoiced not to exceed 10% above Contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the applicable Department of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

8. HVAC Repair/Emergency Rates per parent contract shall apply for the locations listed above.

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 9, 2019, first amended by the First Amendment on November 11, 2019 and set to expire December 31, 2022 shall remain in full force and effect.
ALLIANCE GROUP, INC.

By: _____________________________
   (Print Name)

Title: ____________________________

Date: ____________________________

STATE OF NEW HAMPSHIRE

By: _____________________________
   (Print Name)

Title: Commissioner,
       Department of Administrative Services

Date: ____________________________

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the ______ day of ____________, 2020
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

______________________________

And acknowledge that he executed this document indicated above.

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

______________________________
   (Notary Public/Justice of the Peace)

My commission expires:

______________________________
   (Date)
Certificate of Authority #1 (Corporation of LLC: Non-specific, open-ended)

Corporate Resolution

I, [Name], hereby certify that I am duly elected Clerk/Secretary of [Alliance Corp, Inc.] (Name of Corporation or LLC) I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on [Month] (Month) at which a quorum of the Directors/shareholders were present and voting.

[Voted: That [Name and Title] is duly authorized to enter into contracts or agreements on behalf of Alliance Corp, Inc. (Name of Corporation or LLC) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in further judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: [Date]

ATTEST: [Name and Title]
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALLIANCE GROUP INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 22, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 728145
Certificate Number: 0004818914

IN TESTIMONY WHEREOF,
I hereby set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 28th day of February A.D. 2020.

[Signature]
William M. Gardner
Secretary of State
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

**CONTACT**
NAME: Melissa Kavanagh
PHONE: (802) 383-1621
PHONE: (802) 383-1621
E-MAIL: mkavanagh@hbinsurance.com

**INSURER**

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**COVERAGE
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- **POLICY:**
- **LOC:**

**OTHER:**

**PRIVATE LIABILITY**

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**Umbrella Liability**

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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

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

Jason Pataude & Shaun Pataude are excluded officers on the Workers Compensation policy.

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

**CERTIFICATE HOLDER**
State of New Hampshire
Purchasing Agent - Service Contracts Dept. of Admin. Service
Bureau of Purchasing and Property
25 Capitol Street, Rm 102
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**

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 11/5/19

CONTRACT #: 8002589

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: Alliance Group, Inc.

VENDOR CODE #: 216354

SUBMITTED FOR ACCEPTANCE BY:

[Signature]  DATE 11/5/19

ERICA BRISON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

[Signature]  DATE 11/5/19

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

[Signature]  DATE 11/5/19

GARY S. LUNETA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

[Signature]  DATE 11-5-19

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

Form Revised 8/23/2019 LMR
FIRST AMENDMENT TO THE CONTRACT
BETWEEN ALLIANCE GROUP, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002589

This First Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of November, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Alliance Group (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective September 9, 2019 set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
   1.8 $698,618.40

2. Amend Exhibit B Payment & Pricing; add the following locations:

<table>
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<tr>
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<tr>
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<td>DOT – Memorial Bridge</td>
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<tr>
<td>DOT – Hampton River Bridge</td>
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<td>DOT Crew 714</td>
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<td><strong>NHDOT DISTRICT 3</strong></td>
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3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 9, 2019, shall remain in full force and effect.
ALLIANCE GROUP, INC.

By: __________________________
    (Signature)

Title: Sales Manager

Date: 11-4-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4th day of November, 2019,
There appeared before me, the state and county fore said a person who satisfactorily identified himself as

Tom Mooney

And acknowledge that he executed this document indicated above.

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

S. Snow
(Notary Public/Justice of the Peace)

My commission expires:
1/31/21
(Date)

STATE OF NEW HAMPSHIRE

By: __________________________
    (Signature)

Title: Commissioner,
       Department of Administrative Services

Date: 11-5-19

Page 3 of 3

Contractor Initials: __________
Date: __________
Certificate of Authority #1  
(Trade Name: Alliance Group Inc.)  

Corporate Resolution

I, [Name], hereby certify that I am duly elected Clerk/Secretary of
[Name of Corporation or LLC]. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on [Month] [Day], [Year] at which a quorum of the Directors/shareholders were present and voting.

VOTED: That [Name and Title] (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of [Name of Corporation or LLC] with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 11-4-19  

ATTEST: [Name and Title]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

INSURED
Alliance Group, Inc.
dba Alliance Mechanical
P.O. Box 666
Essex Junction, VT 05453

CONTACT NAME: Melissa Kavanagh
PHONE (AIG, No. Ext.): (802) 383-1621
FAX (AIG, No.): (802) 658-0541
E-MAIL ADDRESS: mkavanagh@hbsinsurance.com

INSURER(S) AFFORDING COVERAGE

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</tbody>
</table>

COVERAGES | CERTIFICATE NUMBER | REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSR</th>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBRO</th>
<th>NSTD. WVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td></td>
<td>DT-CO-2J777638-PHX-19</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
<td>$1,000,000</td>
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<td>GENL. AGGREGATE LIMIT APPLIES PER:</td>
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<td>OTHER:</td>
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<td>B</td>
<td>X</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>810-8M313736-19-G</td>
<td>3/19/2019</td>
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<td>$1,000,000</td>
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<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
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<tr>
<td>C</td>
<td>X</td>
<td>UMBRELLA LIAB</td>
<td>X OCCUR</td>
<td>EXCESS LIAB</td>
<td>CLAIMS-MADE</td>
<td>CUP-6K557584-19-26</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
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<td>DED</td>
<td>RETENTION $</td>
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<tr>
<td>D</td>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
<td>UB-2J780747-19-26-G</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
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<td></td>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>if yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

Jason Patnaude & Shaun Patnaude are excluded officers on the Workers Compensation policy.

30 days' Notice of Cancellation is included for the State of New Hampshire.

CERTIFICATE HOLDER
State of New Hampshire
Administrative Services, Bureau of Purchase and Property
25 Capital Street, Room 102
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALLIANCE GROUP INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 22, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 728145
Certificate Number : 0004575129

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of September A.D. 2019.

William M. Gardner
Secretary of State
STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 9/5/2019

CONTRACT #: 8002585
8002587
8002589

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: AAA Energy Service Co., Inc.
ENE Systems of NH, Inc.
Alliance Group, Inc.

VENDOR CODE #: 210473
270016
216354

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/5/19

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/5/19

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/16/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/16/19
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

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td></td>
</tr>
<tr>
<td>Department of Administrative Services</td>
<td>State House Annex</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td></td>
</tr>
<tr>
<td>Alliance Group Inc.</td>
<td>25 Capitol Street</td>
</tr>
<tr>
<td>1.4 Contractor Address</td>
<td></td>
</tr>
<tr>
<td>6 David Drive, PO Box 666</td>
<td>Concord, NH 03301</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
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<tr>
<td>888-842-4822</td>
<td>1.6 Account Number</td>
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<tr>
<td>Various</td>
<td>1.7 Completion Date</td>
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<tr>
<td></td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td></td>
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<tr>
<td>Erica Brisson</td>
<td>1.8 Price Limitation</td>
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<tr>
<td></td>
<td>$688,046.40</td>
</tr>
<tr>
<td>1.10 State Agency Telephone Number</td>
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<tr>
<td>603-271-7272</td>
<td>1.11 Contractor Signature</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12 Name and Title of Contractor Signatory</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tom Mowdy Sales Manager</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of Vermont. County of Chittenden</td>
<td></td>
</tr>
<tr>
<td>On 9/1/2019, 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.</td>
<td></td>
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<tr>
<td>1.13.1 Signature of Notary Public</td>
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<tr>
<td>Britny Darin</td>
<td></td>
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<td>[Seal]</td>
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<tr>
<td>1.13.2 Name and Title of Notary Public</td>
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<tr>
<td>Britny Darin</td>
<td></td>
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<tr>
<td>1.14 State Agency Signature</td>
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<tr>
<td>Charles M. Arlinghaus, Commissioner</td>
<td></td>
</tr>
<tr>
<td>Date: 9/1/19</td>
<td></td>
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<tr>
<td>1.15 Name and Title of State Agency Signatory</td>
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<tr>
<td>Director On:</td>
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<tr>
<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
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</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
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<tr>
<td>By:</td>
<td></td>
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<tr>
<td>On:</td>
<td></td>
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<tr>
<td>1.18 Approval by the Governor and Executive Council (if applicable)</td>
<td></td>
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<tr>
<td>By:</td>
<td></td>
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<tr>
<td>On:</td>
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</tbody>
</table>
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages the 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, it 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.
EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Alliance Group Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with HVAC Preventative Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2197-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"): 

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2197-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2197-20."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

DEPARTMENT OF SAFETY (1/1/20 - 12/31/22)

1. The Contractor shall provide the Department of Safety with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire.

2. The term "preventative maintenance" 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.

3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
   - Brush or vacuum grilles, coils, fan, etc.

Page 5 of 44

Contractor Initials
Date 4-9-19
• Lubricate fan and motor bearings where applicable
• Check belts and sheaves where applicable
• Check/clean drains, pans, condenser pumps
• Check/clean strainers where applicable
• Check steam traps, valves, etc. where applicable
• Check and tighten all electrical connections
• Check all control operations
• Lubricate and adjust dampers and linkages
• Check unit—operating conditions
• Check heat exchanger for leaks where applicable
• Check gas valve and controls where applicable
• Check oil burner and controls where applicable N 8
• Check and tighten electric heater connections
• Check amps/volts where applicable
• Check filters
• Check fan assembly
• Lubricate fan and motor bearings as required
• Check motor volts/amps
• Check/adjust belts and sheaves
• Check burner interlock controls
• Check and tighten all mounting hardware
• Check overall operation
• Check and tighten electrical connections
• Check operating controls
• Check thermometer accuracy
• Check hardware and gaskets
• Check overall operation
• Any other maintenance or component replacement or repair necessary to maintain equipment in accordance with manufacturer’s specifications

4. The Contractor shall provide an annual inspection in the spring (March – May) of the air handler systems. Inspections shall include the following:
• Check bearings for wear
• Check fans and fan shafts for proper balance
• Check all belts for proper tension, alignment and wear
• Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
• Clean all heating and cooling coils
• Clean and scrub all condensation pans and check to ensure that pans are pitched correctly for proper drainage
• Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
• Check all sheaves for proper alignment
• Check and tighten all electrical terminations
• Check contacts for wear
• Check and record motor current against nameplate
• Check all safety controls
• Lubricate motors/bearings where applicable
• Check fan wheels - clean as required
• Check fan scrolls - clean as required
• Check fan bearing supports
• Check motor supports
• Check damper operation
• Check damper linkages
• Check motor damper operation
• Inspect and clean condensate pumps where applicable
• Replace air filters (the Contractor shall supply the filters and shall install the filters)
• Check humidifier strainer where applicable
• Check and clean humidifier float assembly
• Check humidifier level controls
• Check and clean humidifier drain/pan
• Check humidifier heating elements
• Check all humidifier controls
• Check and clean outside air intakes
• Check for any unusual noises or vibrations
• Check structural integrity of the unit
• Replace belts annually. Contractor shall include the replacement price in PM.
• Any other maintenance or component replacement or repair necessary to maintain the air
  handlers in accordance with manufacturer's specifications is included in this agreement

5. The Contractor shall inspect and complete preventative maintenance on all air conditioning
  systems annually in the spring (March- May) as required to maintain them in proper operating
  condition by providing, at a minimum the following services:
  • Check and record volts/amps of compressors
  • Check and record volts/amps of condenser fan motor where applicable
  • Check starter and contact surfaces
  • Check and record operating temperatures
  • Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any
    used refrigerant)
  • Check moisture indicators and sight glasses
  • Check oil level
  • Check oil contamination
  • Check all belts where applicable
  • Check all safety controls
  • Check superheat and adjustment
  • Check hot gas by-pass controls where applicable
  • Check head pressure controls where applicable
  • Check unloader operation where applicable
  • Check all operating controls
  • Check and tighten all electrical connections
  • Lubricate motors/bearings where applicable
  • Inspect and clean condenser coil
  • Clean and paint rusted areas
  • Check water cooled condenser coil where applicable
  • Check water regulating valve where applicable
  • Check cap tubes/piping for chafing
  • Check crankcase heaters
  • Visually check for oil refrigerant leaks (Contractor shall be responsible for the removal and
    disposal of any used refrigerant)
  • Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan sheave wear
- Check fan sheave alignment
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean evaporator coils
- Inspect and clean condensate pans
- Inspect and clean condensate pumps where applicable
- Replace air filters (the Contractor shall supply the filters and install the filters)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit
- Check glycol level if applicable

6. The Contractor shall provide annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
- Remove all cleaning access panels
- Wire brush and vacuum all fireside surfaces free of soot
- Wash coat all refractory; perform patching of refractory as required
- Replace all gasket(s) as required
- Reseal boiler access panels
- Inspect all burners: Adjust spark gap and test pilots
- Test fire all burners
- Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
- Test and ensure that all operating controls for the respective heating systems are working properly
- Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
- Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer’s specifications is included in this agreement
- Replace belts annually. Contractor shall supply belts.
- Filters changed at each PM. Contractor shall supply filters and include in pricing of PM

7. The Contractor shall provide semi-annual inspections of all control systems including all components as described below. These inspections will take place in the spring and fall. The automatic temperature control system services shall consist of, at a minimum, the following services:
- Calibrate all transmitter receiver gauges and controllers
- Check all PE switches, solenoid air valves and limit controls
• Check all control valves and pilot positioners
• Check operation of all auxiliary devices
• Review HVAC system sequence of operation
• Check all dampers and lubricate
• Check operational sequence of all VAV’s, single duct terminal units, CAV’s and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
• Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
• Check all room thermostats
• Check time clock operation and settings
• Check particle filters and oil filters (change as required)
• Check pressure reducing valve settings
• Check low-pressure safety valve
• Check air dryer refrigerant pressure/temperatures
• Check air dryer drain tap and by pass valves
• Drain air compressor tank and check traps
• Check air compressor oil pressure
• Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required
• Check air compressor unloaders and check valve
• Check air compressor operating controls including PE switch, starter and alternator
• Check air compressor high-pressure safety valve
• Perform any software changes, upgrades and backups as required
• Repair or replace all defective components
• Any other maintenance, or component replacement or repair necessary to maintain the control systems in accordance with manufacturer’s specifications is included with this agreement

8. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the agency contact.

9. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have, at a minimum, obtained a “journeyman” level of competence.

10. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

11. Request to repair and/or replace parts shall be approved by the Administrator, Department of Safety or his/her designated representative(s). Materials shall be invoiced not to exceed 10% above contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Department of Safety or his/her designated representative(s).

12. 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 signature thereon from the Administrator, Department of Safety or his/her designated representative(s).
13. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Agency Contact/Administrator or his/her designated representative(s), on or before January 15th of the following year.

14. The Agency, shall:
   a. Provide the Contractor with all pertinent information regarding the requirements for services within two (2) working days of receiving a request for information from the Contractor.
   b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor’s work.

DEPARTMENT OF TRANSPORTATION (1/1/20 – 12/31/22)

1. The Contractor shall provide the Department of Transportation with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning (“HVAC”) equipment and associated devices (see attached equipment lists) owned by the State of New Hampshire.

2. The Bureau of Traffic will start their contract upon execution by the Commissioner of Administrative Services and shall continue thereafter December 31, 2022.

3. The term “preventative maintenance” 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.

4. The Contractor shall provide annual fall cleaning and inspections (September – November) of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
   - Remove all cleaning access panels
   - Wire brush and vacuum all fireside surfaces free of soot
   - Wash coat all refractory; perform patching of refractory as required
   - Replace all gasketing as required
   - Reseal boiler access panels
   - Inspect all burners; Adjust spark gap and test pilots
   - Test fire all burners
   - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
   - Test and ensure that all operating controls for the respective heating systems are working properly
   - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
   - For the below noted registered boilers, the Contractor shall measure CO and O₂ levels in exhaust, before and after tune-up, consistent with 40 CFR Part 63 Subpart as well as efficiency test results. The Contractor shall provide the tune-up record to the Agency Contact or designee in order for the State to certify the facility has complied with the tune up requirements for boiler(s).
     b. District 5: Chester 513 Patrol Shed, 2004 Viessman Oil Fired Boiler
        Manchester 527 Patrol Shed, Smith Oil Fired Boiler
5. The Contractor shall provide an annual fall maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
   - Brush or vacuum grilles, coils, fan, etc.
   - Lubricate fan and motor bearings where applicable
   - Check belts and sheaves where applicable
   - Check steam traps, valves, etc. where applicable
   - Check and tighten all electrical connections
   - Check all control operations
   - Lubricate and adjust dampers and linkages
   - Check heat exchanger for leaks where applicable
   - Check gas valve and controls where applicable
   - Check oil burner and controls where applicable
   - Check and tighten electric heater connections
   - Check amps/volts where applicable
   - Check filters
   - Check fan assembly
   - Check and tighten all mounting hardware
   - Check overall operation
   - Check hardware and gaskets

6. The Contractor shall provide inspections and cleaning of the air handler systems:
   a. Bureau of Traffic, Districts 3, 4 and 5 require semi-annual inspections in the spring (March – May) and fall (September – November).
   b. District 6 requires inspection and cleaning to be completed in the fall (October – November) *except Rest Areas.
   c. District 2 requires inspections be completed in the spring (March – May) *except Rest Areas.

Air Handler System Inspections and cleaning shall include the following:
   - Check bearings for wear
   - Check fans and fan shafts for proper balance
   - Check all belts for proper tension, alignment and wear
   - Check all air systems for proper flow, operation and control sequence (all related controls are included)
   - Clean all heating and cooling coils
   - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
   - Bioicide tablets will be used in the condensation pans so that the pans are clean and in good working order
   - Check all sheaves for proper alignment
   - Check and tighten all electrical terminations
   - Check contacts for wear
   - Check and record motor current against nameplate
   - Check all safety controls
- Lubricate motors/bearings where applicable
- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean condensate pumps where applicable
- Replace air filters
  i. Air filters shall be provided by the Contractor. Filters must meet or exceed existing filters for efficiency and quality. Filters are to be replaced on the following schedule:
    - Quarterly for District 4
    - Semi-annually for Bureau of Traffic and District 5
    - Annually for Districts 2, 3, 6
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit
- Check humidifier strainer where applicable
- Check and clean humidifier drain/pan
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check humidifier heating elements
- Check all humidifier controls
- Clean all air ducts

7. Contractor shall inspect and complete preventative maintenance on the air conditioning systems (for District 6 this applies only to the 271 Main Street, Durham location), annually in the spring (March – May) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Check and record volts/amps of compressors
- Check and record volts/amps of condenser fan motor where applicable
- Check starter and contact surfaces
- Check and record operating temperatures
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- Check moisture indicators and sight glasses
- Check oil level
- Check oil contamination
- Check all belts where applicable
- Check all safety controls
- Check superheat and adjustment
- Check hot gas by pass controls where applicable
- Check head pressure controls where applicable
- Check unloader operation where applicable
- Check all operating controls
- Check and tighten all electrical connections
- Lubricate motors/bearings where applicable
- Inspect and clean condenser coil
- Clean and paint rusted areas
• Check water cooled condenser coil where applicable
• Check water regulating valve where applicable
• Check cap tubes/piping for chafing
• Check crankcase heaters
• Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and
disposal of used refrigerant)
• Check fan wheels - clean as required
• Check fan scrolls - clean as required
• Check fan sheave wear
• Check fan sheave alignment
• Check fan bearing supports
• Check motor supports
• Check damper operation
• Check damper linkages
• Check motor damper operation
• Inspect and clean evaporator coils
• Inspect and clean condensate pans
• Inspect and clean condensate pumps where applicable
• Replace air filters
  i. Air Filters shall be provided by the Contractor. Filters must meet or exceed existing filters for
     efficiency and quality. Filters are to be replaced on the following schedule:
     ➢ Quarterly for District 4
     ➢ Semi-annually for Bureau of Traffic and District 5
     ➢ Annually for Districts 2, 3, 6
• Check and clean outside air intakes
• Check for any unusual noises or vibrations
• Check structural integrity of the unit
• Check glycol level if applicable

8. The annual preventative maintenance inspections shall be scheduled and completed prior to the
heating/cooling season, subject to the approval of the District Administrators, Department of
Transportation, Bureau of Traffic or Bureau Chief or his/her designated representative. The Bureau
of Traffic's shall commence upon award.

9. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the
service of large water chillers and air conditioning systems that have obtained a “journeyman” level
of competence.

10. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per
week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any
emergency nature can be answered promptly with the mechanic arriving at the job site no later
than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the
State may deduct the additional time, over three (3) hours from any overtime payment.

11. Request to repair and/or replace parts shall be approved by the District Administrator or his/her
designated representative or the Bureau of Traffic. Materials shall be invoiced not to exceed 10%
above Contractor's cost. All replacement parts shall be new and of the same quality and brand
name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the
equipment manufacturer. Substitutions will be permitted only with prior authorization of the
applicable District Administrators, Department of Transportation, or Bureau Chief, or his/her
designated representative.

12. 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 signature thereon from the District Administrators, Department of Transportation, or Bureau Chief, or his/her designated representative.

13. The Contractor shall present two (2) copies of a Final Report for each District and the Bureau of Traffic of work done the previous calendar year. The reports may be in a narrative during each month of the contract year. The reports shall be submitted on or before January 15 of the following year. The reports shall be submitted to the District Administrators, Department of Transportation, or his/her designated representative.

14. The above-referenced District Administrators & Department of Transportation, shall:
   a. Provide the Contractor with all pertinent information regarding the requirements for services within two (2) working days of receiving a request for information from the Contractor.
   b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

15. If applicable, as determined by the District or Bureau Chief, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State’s records) shall be required to sign the State of New Hampshire’s Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS- DIVISION OF TRAVEL & TOURISM DEVELOPMENT (REST AREAS/WELCOME CENTERS) (1/1/20 – 12/31/22)

1. The Contractor shall provide the Department of Business and Economic Affairs- Division of Travel & Tourism Development with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning (“HVAC”) equipment and associated devices owned by the State of New Hampshire.

2. The term “preventative maintenance” 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.

3. The Contractor shall provide annual fall cleaning and inspections (October – November) of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
   - Remove all cleaning access panels
   - Wire brush and vacuum all fireside surfaces free of soot
   - Wash coat all refractory; perform patching of refractory as required
   - Replace all gasketing as required
   - Reseal boiler access panels
   - Inspect all burners; Adjust spark gap and test pilots
   - Test fire all burners
• Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
• Test and ensure that all operating controls for the respective heating systems are working properly
• Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers

4. The Contractor shall provide an annual fall maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
• Brush or vacuum grilles, coils, fan, etc.
• Lubricate fan and motor bearings where applicable
• Check belts and sheaves where applicable
• Check steam traps, valves, etc. where applicable
• Check and tighten all electrical connections
• Check all control operations
• Lubricate and adjust dampers and linkages
• Check heat exchanger for leaks where applicable
• Check gas valve and controls where applicable
• Check oil burner and controls where applicable
• Check and tighten electric heater connections
• Check amps/volts where applicable
• Check filters
• Check fan assembly
• Check and tighten all mounting hardware
• Check overall operation
• Check hardware and gaskets

5. The Contractor shall provide inspections and cleaning of the air handler systems:
   a. All Rest Areas/Welcome Centers require semi-annual inspections in the spring (March – May) and fall (October – November).

Air Handler System Inspections and cleaning shall include the following:
• Check bearings for wear
• Check fans and fan shafts for proper balance
• Check all belts for proper tension, alignment and wear
• Check all air systems for proper flow, operation and control sequence (all related controls are included)
• Clean all heating and cooling coils
• Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
• Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
• Check all sheaves for proper alignment
• Check and tighten all electrical terminations
• Check contacts for wear
• Check and record motor current against nameplate
• Check all safety controls
• Lubricate motors/bearings where applicable
• Check fan wheels - clean as required
• Check fan scrolls - clean as required

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• Check fan bearing supports
• Check motor supports
• Check damper operation
• Check damper linkages
• Check motor damper operation
• Inspect and clean condensate pumps where applicable
• Replace air filters
  i. Air Filters shall be provided by the Contractor. Filters must meet or exceed existing filters for efficiency and quality. Filters are to be replaced on the following schedule:
  ➢ Quarterly for all Rest Areas/Welcome Centers
• Check and clean outside air intakes
• Check for any unusual noises or vibrations
• Check structural integrity of the unit
• Check humidifier strainer where applicable
• Check and clean humidifier drain/pan
• Check and clean humidifier float assembly
• Check humidifier level controls
• Check humidifier heating elements
• Check all humidifier controls
• Clean all air ducts

6. Contractor shall inspect and complete preventative maintenance on the air conditioning systems annually in the spring (March – May) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
• Check and record volts/amps of compressors
• Check and record volts/amps of condenser fan motor where applicable
• Check starter and contact surfaces
• Check and record operating temperatures
• Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
• Check moisture indicators and sight glasses
• Check oil level
• Check oil contamination
• Check all belts where applicable
• Check all safety controls
• Check superheat and adjustment
• Check hot gas by pass controls where applicable
• Check head pressure controls where applicable

7. Check unloader operation where applicable
• Check all operating controls
• Check and tighten all electrical connections
• Lubricate motors/bearings where applicable
• Inspect and clean condenser coil
• Clean and paint rusted areas
• Check water cooled condenser coil where applicable
• Check water regulating valve where applicable
• Check cap tubes/piping for chafing
• Check crankcase heaters
• Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of used refrigerant)
• Check fan wheels - clean as required
• Check fan scrolls - clean as required
• Check fan sheave wear
• Check fan sheave alignment
• Check fan bearing supports
• Check motor supports
• Check damper operation
• Check damper linkages
• Check motor damper operation
• Inspect and clean evaporator coils
• Inspect and clean condensate pans
• Inspect and clean condensate pumps where applicable
• Replace air filters
  i. Air Filters shall be provided by the Contractor. Filters must meet or exceed existing filters for efficiency and quality. Filters are to be replaced on the following schedule:
    ➢ Quarterly for all Rest Areas/Welcome Centers
• Check and clean outside air intakes
• Check for any unusual noises or vibrations
• Check structural integrity of the unit
• Check glycol level if applicable

8. All units will need a service tag with the name of the Contractor and will need to be signed and dated by the Contractor when services/repairs are done.

9. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Department of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

10. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.

11. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

12. Request to repair and/or replace parts shall be approved by the District Administrator or his/her designated representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the applicable Department of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

13. 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 signature thereon from Department
of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

14. The Contractor shall present two (2) copies of a Final Report for each District of work done the previous calendar year. The reports may be in a narrative during each month of the contract year. The reports shall be submitted on or before January 15 of the following year. The reports shall be submitted to Department of Business & Economic Affairs - Division of Travel and Tourism Development or his/her designated representative.

15. The above-referenced Department of Business & Economic Affairs - Division of Travel and Tourism Development shall:
   c. Provide the Contractor with all pertinent information regarding the requirements for services within two (2) working days of receiving a request for information from the Contractor.
   d. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

16. If applicable, as determined by the District or Bureau Chief, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State's records) shall be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

ADJUTANT GENERAL'S DEPARTMENT INCLUDING PEMBROKE RTI, NORTH LOCATIONS, JFHQ#1 (1/1/20 - 12/31/22)

1. The Contractor shall provide the Adjutant General's Department with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices.

2. The term "preventative maintenance" 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.

3. The Contractor shall provide an annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
   - Remove all cleaning access panels
   - Wire brush and vacuum all fireside surfaces free of soot
   - Wash coat all refractory; perform patching of refractory as required
   - Replace all gasketing as required
   - Reseal boiler access panels
   - Inspect all burners: Adjust spark gap and test pilots
   - Test fire all burners
   - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
   - Test and ensure that all operating controls for the respective heating systems are working properly
• Collect and properly dispose of all waste products that result from the cleaning or repairs to
the above mentioned boilers.

*For the AASF Facility, the cooling and heating systems glycol shall be inspected annually in the fall
(September – November) for PH and other properties needed to provide correct temperature,
protection and distribution to 10 degrees below zero (report findings and provide
recommendations to Plant Maintenance Engineer or his designated representative). All materials
to be provided must meet original specifications. All waste materials are to be disposed of
according to State and Federal laws.

4. The Contractor shall provide an annual fall maintenance inspection* of the unit heaters, radiant
heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described
herein. The maintenance inspection shall include the following services:
• Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc.
• Lubricate fan and motor bearings where applicable
• Check belts and sheaves where applicable
• Check steam traps, valves, etc. where applicable
• Check and tighten all electrical connections
• Check all control operations
• Lubricate and adjust dampers and linkages
• Check heat exchanger for leaks where applicable
• Check gas valve and controls where applicable
• Check oil burner and controls where applicable
• Check and tighten electric heater connections
• Check amps/volts where applicable
• Check filters
• Check fan assembly
• Check and tighten all mounting hardware
• Check overall operation
• Check hardware and gaskets.

*NOTE: AASF Facility. The Contractor shall provide a semi-annual inspection in the spring (March –
May) and fall (September – November) of the unit heaters (Make-up heaters Jackson/Church) as
identified.

5. The Contractor shall provide an annual maintenance inspection of the exhaust fans in the fall
(September - November) as described herein. The maintenance inspection shall include the
following services:
• Brush, vacuum or clean grills, coils and fans
• Lubricate fan and motor bearings where applicable
• Check belts and sheaves where applicable
• Check and tighten all electrical connections
• Check all control operations
• Lubricate and adjust any dampers or linkages
• Check amps/volts where applicable
• Check fan assembly
• Check and tighten all mounting hardware
• Check overall operation

6. The Contractor shall provide an annual inspection in the spring (March – May) of the air handler
systems. Inspections shall include the following:

- Check bearings for wear
- Checking fans and fan shafts for proper balance
- Checking all belts for proper tension, alignment and wear
- Checking all air handling systems for proper flow, operation and control sequence. All related controls are included.
- Clean all heating and cooling coils
- Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
- Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
- Check all sheaves for proper alignment
- Check and tighten all electrical terminations
- Check contacts for wear
- Check and record motor current against nameplate
- Check all safety controls
- Lubricate motors/bearings where applicable
- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean condensate pumps where applicable
- Replace air filters (Contractor shall provide filters; Filters to meet or exceed existing filters for efficiency and quality)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit.

7. The Contractor shall inspect and complete preventative maintenance on all air conditioning and chiller systems annually in the spring (March-May) as required to maintain them in proper operating condition by providing, at a minimum the following services:

- Check and record volts/amps of compressors
- Check and record volts/amps of condenser fan motor where applicable
- Check starter and contact surfaces
- Check and record operating temperatures
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- Check moisture indicators and sight glasses
- Check oil level
- Check oil contamination
- Check all belts where applicable
- Check all safety controls
- Check superheat and adjustment
- Check hot gas bypass controls where applicable
- Check head pressure controls where applicable
- Check unloader operation where applicable
- Check all operating controls
- Check and tighten all electrical connections
- Lubricate motors/bearings where applicable
- Inspect and clean condenser coil
- Clean and paint rusted areas
- Check water cooled condenser coil where applicable
- Check water regulating valve where applicable
- Check cap tubes/piping for chafing
- Check crankcase heaters
- Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan sheave wear
- Check fan sheave alignment
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean evaporator coils
- Inspect and clean condensate pans
- Inspect and clean condensate pumps where applicable
- Replace air filters (Contractor shall provide filters; Air filters to meet or exceed existing filters for efficiency and quality)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit
- Check glycol level if applicable

*NOTE: Liebert Air Conditioning Systems. The Contractor shall provide a semi-annual inspection in the spring (March - May) and fall (September - November) of the Liebert Air Conditioning Systems identified for:*
- USPFO Building A SMR (Concord),
- Building H SMR (Concord) facilities
- Manchester RC (Manchester)

8. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (Sept-Nov) as required to maintain them in proper operating condition by providing, at a minimum the following services:
• Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
• Check operational sequence of all VAV’s, and related preheat, reheat and radiation valves and motors
• Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
• Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices
• Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy.
• Check and record and system abnormalities or deficiencies

9. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the pneumatic control systems including all components as described below. The automatic temperature control system services shall consist, at a minimum, the following services:
   • Calibrate all transmitter receiver gauges and controllers
   • Check all PE switches, solenoid air valves and limit controls
   • Check all control valves and pilot positioners
   • Check operation of all auxiliary devices
   • Review HVAC system sequence of operation
   • Check all dampers and lubricate
   • Check operational sequence of all VAV’s, CAV’s and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
   • Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
   • Check all room thermostats
   • Check time clock operation and settings
   • Check particle filters and oil filters (change as required)
   • Check pressure reducing valve settings
   • Check low-pressure safety valve
   • Check air dryer refrigerant pressure/temperatures
   • Check air dryer drain tap and by pass valves
   • Drain air compressor tank and check traps
   • Check air compressor oil pressure
   • Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required.
   • Check air compressor unloaders and check valve
   • Check air compressor operating controls including PE switch, starter and alternator
   • Check air compressor high-pressure safety valve
   • Repair or replace all defective components

10. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps annually in the spring (March- May). In addition, the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
   • Inspect electrical connections and contactors
   • Check couplings for alignment and wear and realign or replace when necessary
   • Lubricate all bearings
   • Check packing and adjust if necessary
   • Clean strainers
   • Check impeller and wearing rings

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Contractor Initials

Date 3-4-19
• Check for any bearing wear
• Check gaskets
• Check for proper operation
• Check for any improper vibration or noise
• Tighten all nuts and bolts
• Check and tighten all electrical terminations
• Check contacts for wear
• Check and record motor current against nameplate
• Check motor mounts and vibrator pads.

11. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician.

12. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a “journeyman” level of competence. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. Gas Fitter’s License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).

13. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

14. Request to repair and/or replace parts shall be approved by Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician. Materials shall be invoiced not to exceed 10% above contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician.

15. 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 signature thereon from Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician - Adjutant General’s Department.

16. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician - Adjutant General’s Department, on or before January 15 of the following year.

17. Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician shall:
a. Provide the Contractor with all pertinent information regarding the requirements within two (2)
b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

18. If applicable, as determined by the Adjutant General’s Department, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State’s records) shall be required to sign the State of New Hampshire’s Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

**ADJUTANT GENERAL’S DEPARTMENT, NORTH LOCATIONS (1/1/20 – 12/31/22)**

1. The Contractor shall provide the Adjutant General’s Department with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire, Adjutant General’s Department.

2. The term “preventative maintenance” 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.

3. The Contractor shall provide an annual fall cleaning and inspections of all heating systems including boilers and domestic hot water tanks as described below:
   - Remove all cleaning access panels
   - Wire brush and vacuum all fireside surfaces free of soot
   - Wash coat all refractory; perform patching of refractory as required
   - Replace all gasketing as required
   - Reseal boiler access panels
   - Inspect all burners; Adjust spark gap and test pilots
   - Test fire all burners
   - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
   - Test and ensure that all operating controls for the respective heating systems are working properly
   - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
   - Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications is included in this agreement.

4. The Contractor shall provide an annual maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
   - Brush or vacuum grilles, coils, fan, etc.
   - Lubricate fan and motor bearings where applicable
   - Check belts and sheaves where applicable
   - Check steam traps, valves, etc. where applicable
   - Check and tighten all electrical connections
- Check all control operations
- Lubricate and adjust dampers and linkages
- Check heat exchanger for leaks where applicable
- Check gas valve and controls where applicable
- Check oil burner and controls where applicable
- Check and tighten electric heater connections
- Check amps/volts where applicable
- Check filters
- Check fan assembly
- Check and tighten all mounting hardware
- Check overall operation
- Check hardware and gaskets.

5. Air handler systems shall be inspected annually in the spring (March-May). Inspections shall include the following:
   - Check bearings for wear
   - Checking fans and fan shafts for proper balance
   - Checking all belts for proper tension, alignment and wear
   - Checking all air handling systems for proper flow, operation and control sequence. All related controls are included.
   - Clean all heating and cooling coils
   - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
   - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
   - Check all sheaves for proper alignment
   - Check and tighten all electrical terminations
   - Check contacts for wear
   - Check and record motor current against nameplate
   - Check all safety controls
   - Lubricate motors/bearings where applicable
   - Check fan wheels - clean as required
   - Check fan scrolls - clean as required
   - Check fan bearing supports
   - Check motor supports
   - Check damper operation
   - Check damper linkages
   - Check motor damper operation
   - Inspect and clean condensate pumps where applicable
   - Replace air filters (Contractor shall provide filters; Filters to meet or exceed existing filters for efficiency and quality)
   - Check and clean outside air intakes
   - Check for any unusual noises or vibrations
   - Check structural integrity of the unit
   - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included in this agreement.

6. The Contractor shall provide an annual maintenance inspection of the exhaust fans in the fall (September - November) as described herein. The maintenance inspection shall include the following services:
• Brush, vacuum or clean grills, coils and fans
• Lubricate fan and motor bearings where applicable
• Check belts and sheaves where applicable
• Check and tighten all electrical connections
• Check all control operations
• Lubricate and adjust any dampers or linkages
• Check amps/volts where applicable
• Check fan assembly
• Check and tighten all mounting hardware
• Check overall operation.

7. In addition to the services described herein, the Contractor shall inspect and complete preventative maintenance on all air conditioning systems in the spring (March - May) as required to maintain them in proper operating condition by providing, at a minimum the following services:
• Check and record volts/amps of compressors
• Check and record volts/amps of condenser fan motor where applicable
• Check starter and contact surfaces
• Check and record operating temperatures
• Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
• Check moisture indicators and sight glasses
• Check oil level
• Check oil contamination
• Check all belts where applicable
• Check all safety controls
• Check superheat and adjustment
• Check hot gas by pass controls where applicable
• Check head pressure controls where applicable
• Check unloader operation where applicable
• Check all operating controls
• Check and tighten all electrical connections
• Lubricate motors/bearings where applicable
• Inspect and clean condenser coil
• Clean and paint rusted areas
• Check water cooled condenser coil where applicable
• Check water regulating valve where applicable
• Check cap tubes/piping for chafing
• Check crankcase heaters
• Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of used refrigerant)
• Check fan wheels - clean as required
• Check fan scrolls - clean as required
• Check fan sheave wear
• Check fan sheave alignment
• Check fan bearing supports
• Check motor supports
• Check damper operation
• Check damper linkages
• Check motor damper operation
• Inspect and clean evaporator coils
• Inspect and clean condensate pans

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• Inspect and clean condensate pumps where applicable
• Replace air filters (Contractor shall provide filters; Air filters to meet or exceed existing filters for efficiency and quality)
• Check and clean outside air intakes
• Check for any unusual noises or vibrations
• Check structural integrity of the unit
• Check glycol level if applicable.

8. In addition to the services described herein, the Contractor shall maintain all digital control systems and associated devices on a semi-annual basis: spring (March-May) and fall (Sept-Nov) as required to maintain them in proper operating condition by providing, at a minimum the following services:
• Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
• Check operational sequence of all VAV’s, and related preheat, reheat and radiation valves and motors
• Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
• Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices
• Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy.
• Check and record and system abnormalities or deficiencies.

9. In addition to the services described herein, the Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps in the spring (March-May). In addition, the Contractor shall inspect all forced hot water pumps and circulator in the fall (September-November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
• Inspect electrical connections and contactors
• Check couplings for alignment and wear and realign or replace when necessary
• Lubricate all bearings
• Check packing and adjust if necessary
• Clean strainers
• Check impeller and wearing rings
• Check for any bearing wear
• Check gaskets
• Check for proper operation
• Check for any improper vibration or noise
• Tighten all nuts and bolts
• Check and tighten all electrical terminations
• Check contacts for wear
• Check and record motor current against nameplate
• Check motor mounts and vibrator pads

10. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician.
11. The Contractor shall, in performing the services as described herein utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a “journeyman” level of competence. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and or federal law (e.g. NH Gas Fitter’s License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).

12. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

13. Request to repair and/or replace parts shall be approved by Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician. Materials shall be invoiced not to exceed 10% above contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative.

14. 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 signature thereon from Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician.

15. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Administrator, Adjutant General’s Department, on or before January 15 of the following year.

16. Paul Annis, Plant Maintenance Engineer, Adjutant General’s Department, or his designated representative Michael Jean, Maintenance Technician shall:
   a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
   b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor’s work.

**ADJUTANT GENERAL JFHQ #1 (1/1/20 – 12/31/22)**

1. The Contractor shall provide The Adjutant General’s Department with “preventative maintenance” and emergency services for the Heating, Ventilation, and Air Conditioning (“HVAC”) equipment and associated devices owned by the State of New Hampshire, Adjutant General’s Department.

2. The term “preventive maintenance” 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, their respective locations and manufacturers.

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Contractor Initials: 
Date: 9-7-27
3. The Contractor shall make annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
   - Remove all cleaning access panels,
   - Wire brush and vacuum all fireside surfaces free of soot,
   - Wash coat all refractory; perform patching of refractory as required,
   - Replace all gasketing as required,
   - Reseal boiler access panels,
   - Inspect all burners; Adjust spark gap and test pilots,
   - Test fire all burners,
   - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs,
   - Test and ensure that all operating controls for the respective heating systems are working properly.
   - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers.

4. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the air handler systems. Inspections shall include the following:
   - Check bearings for wear,
   - Check fans and fan shafts for proper balance,
   - Check all belts for proper tension, alignment and wear,
   - Check all air handling systems for proper flow, operation and control sequence. All related controls are included,
   - Clean all heating and cooling coils,
   - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage,
   - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order,
   - Check all sheaves for proper alignment,
   - Check and tighten all electrical terminations,
   - Check contacts for wear,
   - Check and record motor current against nameplate,
   - Check all safety controls,
   - Lube motors/bearings where applicable,
   - Check fan wheels - clean as required,
   - Check fan scrolls - clean as required,
   - Check fan bearing supports,
   - Check motor supports,
   - Check damper operation,
   - Check damper linkages,
   - Check motor damper operation,
   - Inspect and clean condensate pumps where applicable,
   - Replace air filters (Contractor shall provide filters. Filters to meet or exceed existing filters for efficiency and quality),
   - Check humidifier strainer where applicable,
   - Check and clean humidifier float assembly,
   - Check humidifier level controls,
   - Check and clean humidifier drain/pan,
   - Check humidifier heating elements,
   - Check all humidifier controls,
• Check and clean outside air intakes,
• Check for any unusual noises or vibrations,
• Check structural integrity of the unit.

5. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:
• Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc.,
• Lubricate fan and motor bearings where applicable,
• Check belts and sheaves where applicable,
• Check steam traps, valves, etc. where applicable,
• Check and tighten all electrical connections,
• Check all control operations,
• Lubricate and adjust dampers and linkages,
• Check heat exchanger for leaks where applicable,
• Check gas valve and controls where applicable,
• Check oil burner and controls where applicable,
• Check and tighten electric heater connections,
• Check amps/volts where applicable,
• Check filters,
• Check fan assembly,
• Check and tighten all mounting hardware,
• Check overall operation,
• Check hardware and gaskets.

6. The Contractor shall provide annual maintenance inspection of the exhaust fans in the fall (September - November) as described herein. The maintenance inspection shall include the following services:
• Brush, vacuum or clean grills, coils and fans,
• Lubricate fan and motor bearings where applicable,
• Check belts and sheaves where applicable,
• Check and tighten all electrical connections,
• Check all control operations,
• Lube and adjust any dampers or linkages,
• Check amps/volts where applicable,
• Check fan assembly,
• Check and tighten all mounting hardware,
• Check overall operation.

7. The Contractor shall inspect and complete preventive maintenance on all air conditioning and chiller systems annually in the spring (March- May) as required to maintain them in proper operating condition by providing, at a minimum the following services:
• Check and record volts/amps of compressors,
• Check and record volts/amps of condenser fan motor where applicable,
• Check starter and contact surfaces,
• Check and record operating temperatures,
• Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant),
• Check moisture indicators and sight glasses,
• Check oil level.
• Check oil contamination,
• Check all belts where applicable,
• Check all safety controls,
• Check superheat and adjustment,
• Check hot gas by pass controls where applicable,
• Check head pressure controls where applicable,
• Check unloader operation where applicable,
• Check all operating controls,
• Check and tighten all electrical connections,
• Lube motors/bearings where applicable,
• Inspect and clean condenser coil,
• Clean and paint rusted areas,
• Check water cooled condenser coil where applicable,
• Check water regulating valve where applicable,
• Check cap tubes/piping for chafing,
• Check crankcase heaters,
• Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant),
• Check fan wheels - clean as required,
• Check fan scrolls - clean as required,
• Check fan sheave wear,
• Check fan sheave alignment,
• Check fan bearing supports,
• Check motor supports,
• Check damper operation,
• Check damper linkages,
• Check motor damper operation,
• Inspect and clean evaporator coils,
• Inspect and clean condensate pans,
• Inspect and clean condensate pumps where applicable,
• Replace air filters (Contractor shall provide filters. Air filters to meet or exceed existing filters for efficiency and quality),
• Check humidifier strainer where applicable,
• Check and clean humidifier float assembly,
• Check humidifier level controls,
• Check and clean humidifier drain/pan,
• Check humidifier heating elements,
• Check all humidifier controls,
• Check and clean outside air intakes,
• Check for any unusual noises or vibrations,
• Check structural integrity of the unit,
• Check glycol level if applicable

8. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (September - November) as required to properly maintaining their operating condition by providing, at a minimum the following services:
• Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling,
• Check operational sequence of all VAV’s, and related preheat, reheat and radiation valves and motors,
• Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters,
• Test and calibrate all devices including but not limited to thermostats, actuators, controls,
dampers, valves, variable air volume devices,
• Make backup copies of software configurations and operating system. Provide customer with
  access to most recent copy,
• Check and record any system abnormalities or deficiencies

9. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol
pumps annually in the spring (March - May). In addition, the Contractor shall inspect all forced hot
water pumps and circulators in the fall (September - November) as required to properly maintain
their operating condition by providing, at a minimum, the following services:
• Inspect electrical connections and contactors,
• Check couplings for alignment and wear and realign or replace when necessary,
• Lubricate all bearings,
• Check packing and adjust if necessary,
• Clean strainers,
• Check impeller and wearing rings,
• Check for any bearing wear,
• Check gaskets,
• Check for proper operation,
• Check for any improper vibration or noise,
• Tighten all nuts and bolts,
• Check and tighten all electrical terminations,
• Check contacts for wear,
• Check and record motor current against nameplate,
• Check motor mounts and vibrator pads.

10. The Contractor shall retain the services of a competent independent water treatment company
to provide complete chemical water treatment for the glycol system (cooling tower loop has
glycol). The Contractor shall test all and provide the proper amount of chemicals for the system.
The tests shall be completed in the months of May (or upon start up) and October (or upon shut
down) of each year. Water treatment reports provided shall be submitted and directed to Paul
Annis, and should include at a minimum:
• PH
• Dissolved solids
• Alkalinity
• Nitrate Levels

Note: The boiler water loop does not need to be tested.

As it relates to the liquid chemicals for the glycol system, the State will be responsible for the cost
of the chemicals. The Contractor shall retain the services for testing and submit a quote to the
State for the cost of replacing the chemicals. After prior approval by the State, the Contractor
shall be responsible for the installation.

11. The Contractor shall replace all 11" cartridge filters (on AHU 1 thru 5) on a semi-annual basis. The
Contractor shall supply such filters.
12. The Contractor shall clean and check the cooling tower at a minimum of once a year and as required maintaining it in proper operating condition. At a minimum, the services shall consist of the following:
   - Drain, flush and clean towers,
   - Clean and paint rusted areas,
   - Check and clean or replace nozzles,
   - Check float valves and repair or replace if necessary,
   - Inspect and lubricate all bearings,
   - Check fans for balance and repair or replace if necessary,
   - Clean fan blades,
   - Check and tighten all electrical terminations, checking contacts for wear and checking motor current against nameplate.

13. The Contractor shall clean and check the glycol cooler at a minimum of once a year and as required to maintain it in proper working condition. At a minimum, this service shall consist of the following:
   - Clean condenser completely including coil surfaces,
   - Clean and paint rusted areas,
   - Inspect and lubricate bearings,
   - Check for refrigerant leaks and repair (Contractor shall be responsible for the removal and disposal of used refrigerant),
   - Check fans for balancing and repair or replace if necessary,
   - Clean fan blades,
   - Check and tighten all electrical terminations, checking contacts for wear and checking motor current against nameplate.

14. The Contractor shall clean and replace the two (2) cotton bag filters on a semi-annual basis; the bag filters are located in the output side of the well system. The Contractor shall remove the existing cotton bags, flush out and leave to dry. The State shall provide the replacement filters.

15. The annual preventive maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician.

16. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.

17. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

18. Request to repair and/or replace parts shall be approved (in advance of any repair work) by Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician. Materials shall be invoiced not to exceed 10% above contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment.
manufacturer. Substitutions will be permitted only with prior authorization of Paul Annis, or his designated representative Michael Jean.

19. 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 signature thereon from Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician.

20. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report shall be a service report, listing the work done each month of the contract year. The report may be submitted electronically or in hard copy to Paul Annis, Plant Maintenance Engineer, and his designated representative Michael Jean on or before January 15 of the following year.

21. Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician, shall:
   a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
   b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

22. The Contractor (to include each employee and any approved subcontractor working in a state office or externally with the State's records) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the Requesting Agency.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:


The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor’s services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor’s personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2197-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State’s satisfaction.
7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.
EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide HVAC preventative maintenance and repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $688,046.40; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

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<thead>
<tr>
<th>FACILITY NAME</th>
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## ADJUTANT GENERAL & PEMBROKE RTI

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<td>CONCORD</td>
<td>$12,179.00</td>
<td>$12,179.00</td>
<td>$12,179.00</td>
</tr>
</tbody>
</table>
### HVAC Repair Rates (Repair Work/Emergency Calls)

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday Thru Friday 8:00 AM To 4:30 PM</td>
<td>$89.00 Per Hour/Per Person</td>
</tr>
<tr>
<td>Journeyman Mechanic</td>
<td></td>
</tr>
<tr>
<td>Monday Thru Friday 4:31 PM To 7:59 AM</td>
<td>$133.50 Per Hour/Per Person</td>
</tr>
<tr>
<td>Journeyman Mechanic</td>
<td></td>
</tr>
<tr>
<td>Saturday Work: Journeyman Mechanic</td>
<td>$133.50 Per Hour/Per Person</td>
</tr>
<tr>
<td>Sunday Work: Journeyman Mechanic</td>
<td>$133.50 Per Hour/Per Person</td>
</tr>
</tbody>
</table>

### 3. Pricing Quotations for Individual Projects

#### Emergency Repairs for Non-Contracted Locations:

1. For State locations not covered under the HVAC contracts, Contractor shall provide repair rates at the hourly rates listed in Exhibit B. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information on the equipment as available. For non-emergency repairs the agency shall issue the RFQ to a minimum of 50% of the successful Contractors.

2. Requests for emergencies to repair and/or replace parts shall be approved in advance by the Agency Contact, or their designated representative. Materials shall be invoiced not to exceed 10% above Contractor’s cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Agency Administrator, or their designated representative.

3. 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 signature thereon from the Administrator, or their designated representative.

4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is caused by the contractor, the State may at their discretion deduct a portion the additional time.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:


The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.
4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State’s satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury
There are no special provisions of this contract.
RFB #2197-20 is incorporated here within.
Certificate of Authority # 1

(Corporation of LLC - Non-specific, open-ended)

Corporate Resolution

I, [Name], hereby certify that I am duly elected Clerk/Secretary of
[Name of Corporation or LLC]. I hereby certify the following is a true copy of a
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on [Date]
(Month)
[Day], [Year] at which a quorum of the Directors/shareholders were present and voting.

VOTED: That [Name and Title] (may list more than one person) is duly authorized to
enter into contracts or agreements on behalf of [Name of Corporation or LLC] with
[Name of Corporation or LLC] in the State of New Hampshire and any of its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: [Date]

ATTEST: [Name and Title]
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALLIANCE GROUP INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 22, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 728145
Certificate Number: 0004575129

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of September A.D. 2019.

William M. Gardner
Secretary of State
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Melissa Kavanagh
PHONE: (802) 383-1621
PHONE (Cell): (802) 658-0541
E-MAIL: mkavanagh@hbinsurance.com
ADDRESS: P.O. Box 666
Essex Junction, VT 05453

INSURED
Alliance Group, Inc.
dba Alliance Mechanical
P.O. Box 666
Essex Junction, VT 05453

INSURER(A) Phoenix Ins Co
INSURER(B) Travelers Indemnity Co
INSURER(C) Travelers Property Casualty Co of America
INSURER(D) Standard Fire Insurance Company

COVERAGE:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSTR.</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR.</th>
<th>POLICY NUMBER</th>
<th>POLICY RRFF (MM/DD/YYYY)</th>
<th>POLICY EXP. (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>DT-CO-2J777638-PHX-19</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES (EA occurrence) $300,000, MED EXP (Any one person) $10,000, PERSONAL &amp; ADV INJURY $2,000,000, PRODUCTS - COM. OR OPP. AGG $2,000,000</td>
</tr>
<tr>
<td>B X</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>810-8M313736-19-G</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000, BODILY INJURY (Per person) $5,000,000, BODILY INJURY (Per accident) $5,000,000, PROPERTY DAMAGE (Per accident) $5,000,000</td>
</tr>
<tr>
<td>C X</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CUP-6K557584-19-26</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
<td>EACH OCCURRENCE $5,000,000, AGGREGATE $5,000,000</td>
</tr>
<tr>
<td>D X</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>NON-OWNED AUTO'S ONLY</td>
<td>UB-2J780747-19-26-G</td>
<td>3/19/2019</td>
<td>3/19/2020</td>
<td>L.E. EACH ACCIDENT $1,000,000, L.E. DISEASE-E A EMPLOYEE $1,000,000, L.E. DISEASE-POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

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

Jason Patnaude & Shaun Patnaude are excluded officers on the Workers Compensation policy.

30 days' Notice of Cancellation is included for the State of New Hampshire.

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services, Bureau of Purchase and Property
25 Capital Street, Room 102
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

[Signature]

ACORD 25 (2016/03)

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