

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

Contract for: Preventive Maintenance, Repair and Emergency Services for HVAC Equipment, Hampton Beach

Please review and approve the attached request for the Preventive Maintenance, Repair and Emergency Services for HVAC Equipment, Hampton Beach contract with Precision Temperature Control.

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Proposed By: Danielle Ruest
Danielle Ruest
Purchasing Agent,
Purchase & Property

Date Proposed: 1/13/15

Recommended By: Robert D. Stowell
Robert D. Stowell,
Administrator,
Purchase & Property

Date Proposed: 1/13/15

Endorsed By: Michael P. Connor
Michael P. Connor
Deputy Commissioner,
Dept. of Adm. Serv.

Date Endorsed: 1/13/15

Approved By: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner,
Dept. of Adm. Serv.

Date Approved: 1/14/15

Subject: Preventive Maintenance, Repair and Emergency Services for HVAC Equipment Hampton Beach

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Precision Temperature Control, Inc.		1.4 Contractor Address 460 Route 101 Bedford, NH 03110	
1.5 Contractor Phone Number 603-486-8266	1.6 Account Number	1.7 Completion Date October 31, 2018	1.8 Price Limitation \$34,000.00
1.9 Contracting Officer for State Agency Danielle Ruest, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2201 x227	
1.11 Contractor Signature <i>Gene Hennessy</i>		1.12 Name and Title of Contractor Signatory <i>Gene Hennessy</i> SALES + SERVICE	
1.13 Acknowledgement: State of New Hampshire County of <i>Hillsborough</i> On <i>January 13 2015</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Michelle L. Tosua</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Michelle L. Tosua Notary</i>			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor Initials *GH*
Date *1/13/2015*

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

PURPOSE

Precision Temperature Control (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Preventive Maintenance, Repair and Emergency Services for HVAC Equipment Hampton Beach Services for Department of Administrative Services in accordance with NH State Bid # 1700-15 and described herein.

TERM

This Contract shall be from the date approved by the Bureau of Purchase and Property Commissioner, Department of Administrative Services and terminating on October 31, 2018, a term of approximately four (4) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five (5) years in total.

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

SCOPE OF WORK

1. The Contractor shall provide the Department of Resources and Economic Development (DRED), Parks and Recreation division, with Preventive Maintenance, Repairs, and Emergency Repair Services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list for the types of equipment to be covered) owned by the State of New Hampshire at the following locations:

Facility	Address	City	Date Opened
South Pavilion	160 Ocean Blvd	Hampton NH	June 16, 2011
North & South	60 & 280 Ocean	Hampton NH	May 26, 2011
North Pavilion	180 Ocean Blvd	Hampton NH	June 16, 2011
Seashell Building	170 Ocean Blvd,	Hampton NH	December 2011

2. The term Preventive Maintenance, Repairs, and Emergency Repair Services as used above shall include providing all supervision, materials, equipment, labor, tools and transportation necessary for the successful completion of the work under the terms and conditions contained herein. When finished all service items shall meet manufacturer's requirements. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract. Seasons are defined as follows
 - Spring (Cooling) Season (work to be scheduled in May)
 - Fall (Heating) Season (work to be scheduled in September)
3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, heating coils, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. This maintenance inspection shall include the following services:
 - Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc. removing all foreign substances,
 - Check air intake and flue gas for obstruction or damage.
 - Check all control operations,

- Check all gas and water pipes for signs of corrosion; replace any pipes that are corroded.
 - Check amps/volts where applicable,
 - Check and tighten all electrical connections,
 - Check and tighten all mounting hardware,
 - Check and tighten electric heater connections,
 - Check belts and sheaves where applicable,
 - Check fan assembly, clean/service as required,
 - Check/clean filters, replace if necessary (See # 9 Air Filters),
 - Check gas valve and controls where applicable; Clean the gas/air distributor plate, the orifice plate,
 - Check hardware and gaskets.
 - Check oil burner and controls where applicable,
 - Check/service louvered doors as required,
 - Check overall operation,
 - Check steam traps, valves, etc. where applicable,
 - Check the functioning/safety of the air intake and flue gas conduit,
 - Check the gas/air-ratio,
 - Check/Clean the heat exchanger, burner and condensate trap
 - Examine the venting systems and cleaning of the screens in the vent terminal.
 - Inspect the low water cutoffs, including flushing of float types and clean the condensate collections and disposal system,
 - Lube and adjust dampers and linkages,
 - Lubricate fan and motor bearings where applicable,
 - Measure the carbon monoxide content (CO),
 - Measure the inlet gas pressure,
 - Measure the ionization current,
 - Perform a gas leak test under operating conditions,
 - Perform Internal leak testing,
 - Pressure test the heating system,
 - Visual inspection for general signs of corrosion.
4. The Contractor shall inspect and complete preventive maintenance on all air conditioning and chiller systems annually in the Spring Season as required to maintain them in proper operating condition by providing, at a minimum the following services:
- Apply anti-clog tablet (a self-cleansing product that is a health protection and preventive maintenance solution) when applicable.
 - Check all humidifier controls,
 - Check all operating controls,
 - Check all safety controls,
 - Check/Clean humidifier drain/pan, float assembly,
 - Check/Clean outside air intakes,
 - Check/Record operating temperatures,
 - Check/Record volts/amps of compressors, condenser fan motor where applicable,
 - Check and tighten all electrical connections,
 - Check bearing and motor bracket bolt torque and bearing set screw torque.
 - Check bearing Set Screws, fan and motor sheaves. Align/Tighten sheave set screws to the proper torque,
 - Check cap tubes/piping for chafing,
 - Check condenser unit for deterioration parts, comb condenser fins,

- Check condition of gasketing and insulation around unit, door and dampers,
- Check crankcase heaters,
- Check damper operation, linkages, set screws, and blade adjustment. Service per manufacturer's specifications,
- Check fan bearing grease line connections. Lines should be tight to the bearings,
- Check fan bearing supports,
- Check fan scrolls - clean as required,
- Check fan sheave alignment, fan sheave wear,
- Check fan wheels/Linkage - clean as required,
- Check flex connections for cracks or leaks. Repair or replace damaged material,
- Check for any unusual noises or vibrations,
- Check for oil contamination and oil level,
- Check glycol level if applicable, service per manufacturers recommendations,
- Check head pressure controls where applicable,
- Check hot gas by pass controls where applicable,
- Check humidifier heating elements/humidifier level controls,
- Check humidifier strainer where applicable,
- Check moisture indicators and sight glasses,
- Check motor supports,
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant),
- Check running ampere and operation pressure,
- Check starter and contact surfaces,
- Check structural integrity of the unit,
- Check superheat and adjustment,
- Check un-loader operation where applicable,
- Check water cooled condenser coil where applicable,
- Check water regulating valve where applicable,
- Check/adjust/replace all belt and their tension where applicable.
- Check/repair/replace insulation on the liquid piping, the gas piping, the equalizer pipe,
- Check/replace ultraviolet bulbs. Service/replace per manufactures recommendation,
- Clean and wash air-conditioner outer panel, Clean condenser coils,
- Clean Suction Grill,
- Clean/replace air filters (Filters that are cleaned shall be replaced based upon Manufacturer specifications),
- Diagnose and seal duct leakage,
- Inspect and clean condensate pumps where applicable,
- Inspect and clean condensate/drain pans,
- Inspect and clean evaporator/ condenser coils per manufacturer specifications,
- Inspect and clean Fan,
- Inspect ducts, filters, blower, and indoor coil for dirt and other obstructions,
- Inspect electric terminals, clean and tighten connections, and apply nonconductive coating. Check electrical contact points (All Connections) Inspect electrical components and insulation. Inspect wiring for damage,
- Inspect fan motors for excessive vibration or temperature,
- Inspect Motor Bearings and service if applicable,
- Inspect the unit casting for corrosion. If damage is found, clean and repaint the surface with a rust-resistant primer and vinyl chlorinated lacquer or other manufacturer recommended coating.

- Inspect Vacuum drain pipe,
 - Inspect/Clean coils of dirt build-up,
 - Insulation; inspect for wetness; repair/replace as needed,
 - Lube motors/bearings (fans) where applicable,
 - Lubricate motors, and inspect belts for tightness and wear,
 - Perform Air Tight Test and Vacuum Drying if needed,
 - Replace air filters (See # 9 Air Filters),
 - Rotate the fan wheel and check for obstructions in the fan housing,
 - Verify adequate airflow by measurement,
 - Verify correct electric control, making sure that heating is locked out when the thermostat calls for cooling and vice versa,
 - Verify correct refrigerant charge by measurement,
 - Verify correct thermostat operation,
 - Visual check for oil refrigerant leaks (Contractor shall remove and dispose of any used refrigerant),
 - Winterize the system, if required.
5. The Contractor shall maintain all digital control systems and associated devices, if applicable, on a semi-annual basis; Spring Season and Fall Season as required to maintain them in proper operating condition by providing, at a minimum the following services:
- Check and record and system abnormalities or deficiencies,
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters,
 - Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors,
 - Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy,
 - Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling,
 - Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices,
6. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps annually in the Spring Season. In addition the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required; maintaining them in proper operating condition by providing, at a minimum, the following services:
- Check and record motor current against nameplate,
 - Check and tighten all electrical terminations,
 - Check contacts for wear,
 - Check couplings for alignment and wear and realign or replace when necessary,
 - Check for any bearing wear,
 - Check for any improper vibration or noise,
 - Check for proper operation,
 - Check gaskets,
 - Check impeller and wearing rings,
 - Check motor mounts and vibrator pads,
 - Check packing and adjust if necessary,
 - Clean strainers,
 - Inspect electrical connections and contactors,
 - Lubricate all bearings,
 - Tighten all nuts and bolts.

7. The Contractor shall perform annual fall cleaning and inspections of all heating systems including boilers, furnaces, Heat recovery ventilation (HRV), and domestic hot water tanks as described below:
- Check all Outdoor Intake and Exhaust Hoods/Vents, service as needed,
 - Check condensate drain and tubing to ensure they are free flowing.
 - Check for Moisture Transfer and Fungal Growth in Desiccant. Collect and properly dispose of all waste products,
 - Clean Grilles and Inspect the Ductwork,
 - Clean or Replace filters, Contractor shall keep additional sets on site so that if required SONH Employees can change. Contractor shall instruct State staff on the proper procedure to change filters.
 - Clean/wire brush and vacuum all fireside surfaces free of soot,
 - Inspect all burners; Adjust spark gap and test pilots,
 - Inspect belts for wear/cracks/misalignment and proper tension during maintenance. Replace as required,
 - Inspect/Balance HRV to meet manufacturer's specifications,
 - Inspect/Clean the heat exchanger core,
 - Inspect/Clean/service fans including the fan blades,
 - Remove all cleaning access panels,
 - Replace all gasketing as required,
 - Reseal boiler access panels,
 - 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,
 - Test fire all burners,
 - Wash coat all refractory; perform patching of refractory as required,
8. The Contractor shall perform an annual inspection in the Spring Season of the air handler systems. Said inspections shall include the following:
- Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order,
 - Check all humidifier controls,
 - Check all safety controls,
 - Check all sheaves for proper alignment,
 - Check/Clean humidifier drain/pan,
 - Check/Clean humidifier float assembly,
 - Check/Clean outside air intakes,
 - Check and record motor current against nameplate,
 - Check and tighten all electrical terminations,
 - Check bearings for wear,
 - Check contacts for wear,
 - Check damper linkages/operation,
 - Check fan bearing supports,
 - Check Fan Wheels/Scrolls - clean as required,
 - Check for any unusual noises or vibrations,
 - Check humidifier heating elements/humidifier level controls,
 - Check humidifier strainer where applicable,
 - Check motor damper operation/motor supports,
 - Check structural integrity of the unit,

- Checking all air handling systems for proper flow/operation/control sequence including all related controls,
 - Checking all belts for proper tension, alignment and wear,
 - Check fans/fan shafts for proper balance,
 - Clean all heating and cooling coils,
 - Clean/scrub all condensation pans and verify that pans are pitched correctly for proper drainage,
 - Inspect/Clean condensate pumps where applicable,
 - Lube motors/bearings where applicable,
 - Replace air filters (See # 9 Air Filters),
9. **Air Filters.** Contractors are responsible for providing and replacing all air filters (including anti-mold filters). The list below contains air filters used in these facilities.

Manufacturer	Description
Mitsubishi	Outlander Particulate Type Filter
NuAire	NU 1030 17x13.5x2
NuAire	NU 2035 23.5x13.5x2
NuAire	NU 2540 23.5x14.5x2
NuAire	NU 820 17x13.5x2
NuAire	NU1600 1" pleated filters, 30%-40% ASHRAE dust spot efficiency, Two section
Sanyo	Air Filter Ass'y 2 852-0-2307-34002
Sanyo	apatite filter STKFDXB
Trane	1" (cm) TA and Pl. Media Model 04 87/8 x 241/8
Trane	1" (cm) TA and Pl. Media Model 02 87/8 x 191/8
Trane	1" Fresh Air Filter Model 02 51/2 x 191/8
Trane	1" Fresh Air Filter Model 04 51/2 x 241/8
Trane	Refer to product catalog Trane CLCH-PRC003-EN for filter sizes, types, and
Trane (roof top)	20 – 30 ton 20 x 20 x 2 (40 ton 20 x 25 x 2)

Replacement filters to meet or exceed existing filters for efficiency and quality.

10. The annual preventive maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the State. All services performed under this Contract shall be performed between the hours of 7:30 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 (10) 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.
11. Due to the risk of microbial growth, Contractor shall insure that any contaminated material does not contact other areas of the unit or building. Contractor shall properly dispose of all contaminated materials and cleaning solution.
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.
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. 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 of the additional time.

14. Requests to repair and/or replace parts shall be approved in advance by the State. Materials shall be invoiced not to exceed 20% 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 written authorization by the State. Before said parts are replaced the Contractor shall determine if said part(s) are still under manufacturer's warranty.
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 the State.
16. The Contractor shall present two copies of a Final Report of work done the previous Fiscal year (July 1 to June 30). The report may be a narrative summary of the work performed during each month of the contract year. The report shall be submitted to the State within 20 days of Fiscal year end.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees that are deemed 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.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the 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 the State Agency.

The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

Damage

- A. The Contractor will agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor will agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by submission 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.

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Preventive Maintenance, Repair and Emergency Services for HVAC Equipment Hampton Beach in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$34,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as October 31, 2018.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

<u>FACILITY</u>	<u>Semi-Annual Price</u>
South Pavilion	\$ 400.00
North & South Bathhouses	\$ 400.00
North Pavilion	\$ 400.00
Seashell Building	\$ 400.00

REPAIR RATES, EMERGENCY SERVICE AS REQUIRED, PER HOUR:

	<u>RATE PER HOUR</u>
Monday thru Friday 8:00 AM to 4:30 PM	
Journeyman Mechanic per hour per person	\$ 80.00
Monday thru Friday 4:31 PM to 7:59 AM	
Journeyman Mechanic per hour per person	\$ 91.00
Saturday Work:	
Journeyman Mechanic per hour per person	\$ 91.00
Sunday Work:	
Journeyman Mechanic per hour per person	\$ 100.00

INVOICE

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

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

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

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and"
2. There are no other special provisions of this contract.

APPENDIX A

AGENCY NAME: DRED - Division of Parks and Recreation
FACILITY CONTACT NAME/NUMBER: Gary Bashline 603-227-8714, cell 603-848-1531
FACILITY NAME AND ADDRESS*: Hampton Beach State Park-North & South Bathhouses (60/280 Ocean Blvd) North, South Pavilions & Seashell Bldg. (160-180 Ocean Blvd)
INVOICE(S) SENT TO (Name & Address): Kim Silver, DRED PO Box 1856, Concord, NH 03302-1856
FUNDING SOURCE: 7300048

North & South Bathhouses					
Qty	Type/Description**	Model #	Serial #	Type	Currently under contract (Y/N)? If Y, supply expiration date & copy of contract
2	Manifold Pump - Taco	008-F6		Manifold pump	three (3) years from the date of manufacture.
2	Radiant Floor Manifold - Watts			Manifold	2 Years parts/labor from date of manufacture;
1	Pump - Taco	0014-F1		Circulator Pump	three (3) years from the date of manufacture.
1	Pump - Taco	0012-F-4		Circulator Pump	three (3) years from the date of manufacture.
1	Buderus	GB 142/24		Boiler	1 years parts / Limited 10 Years heat exchanger
1	Exhaust Fan - Greenheck	CSP-A710		Fan	fan mesh filter three years from the date of shipment
1	Exhaust Fan - Greenheck	SP-880		Fan	fan mesh filter three years from the date of shipment
1	Exhaust Fan - Greenheck	SP-B110		Fan	fan mesh filter three years from the date of shipment
1	Amtrol - FILL-TROL	SM-300		tank w/automatic fill valve.	5 yr limited warrantee

APPENDIX A

South Pavilion

Qty	Type/Description**	Model #	Serial #	Type	Currently under contract (Y/N)? If Y, supply expiration date & copy of contract
3	Manifold Pump - Taco	007-		Circulator Pump	three (3) years from the date of manufacture.
1	Pump - Taco	0011-		Circulator Pump	three (3) years from the date of manufacture.
3	Radiant Floor Manifold - Watts			Heat manifold	2 Years parts/labor from date of manufacture;
1	Energy Recovery Unit - NUAIR	NU1030		Heat recovery ventilation,	15 years Polypropylene, 5 years Enthlapy Cores 2 years on all other components
1	Energy Recovery Unit - Munters	EZA-2285		Air energy recovery unit	12 months from start up or 18 months from date of original shipment
1	Boiler - Buderus	GB 142/45		Boiler	1 years parts / Limited 10 Years heat exchanger
1	Exhaust Fan - Greenheck	CSP-A110		exhaust fan	fan mesh filter three years from the date of shipment
1	Exhaust Fan - Greenheck	SP-B90		exhaust fan	fan mesh filter three years from the date of shipment
2	Fan Coil - Trane	4TR3036D1000		Air conditioner	10 Year limited warranty on compressor 5 Year limited warranty on outdoor coil 5 Year limited warranty on internal functional parts
1	Fan Coil - Trane	4TR3024D1000		Air conditioner	10 Year limited warranty on compressor 5 Year limited warranty on outdoor coil 5 Year limited warranty on internal functional parts
3	Heating Coil - Trane	Type ST		heating coil	TBD
1	Trane XR-13	4TR3036D1000AA	10522KF73F	Roofop Condensing Units PH 1 HZ 60 Volts 208/230	unknown
1	Trane XR-13	4TR3024D1000AA	11052WC53F	Roofop Condensing Units PH 1 HZ 60 Volts 208/230	unknown
1	Trane XR-13	4TR30...	10522KBJ3F	Roofop Condensing Units PH 1 HZ 60 Volts 208/230	unknown

APPENDIX A

North Pavilion

Qty	Type/Description**	Model #	Serial #	Type	Currently under contract (Y/N)? If Y, supply expiration date & copy of contract
3	Manifold Pump - Taco	007		Circulator Pump	three (3) years from the date of manufacture.
1	Boiler Pump - Taco	0012		Circulator Pump	three (3) years from the date of manufacture.
3	Radiant Floor Manifold - Watts			Manifold	2 Years parts/labor from date of manufacture; HRV's to be free from defects on all components including motors, circuit boards, transformers, and switches when subject to normal and proper use for a period of two (2) years from the date of purchase. Nu-Air warrants its Compliant Series HRV core to be free from defects for a period of 15 years. Nu-Air warrants its Compliant Series ERV core to be free from defects for a period of 5 years. Warranty parts are FOB our plant at no charge.
1	Energy Recovery Unit - NUAIR	NU 1600		HRV	TBD
1	Heating Coil - Trane	Type ST		Heating coil	
1	Exhaust Fan - Greenheck	SP-B150		Fan	fan mesh filter three years from the date of shipment
1	DSAC - Daiken	FXZQ09M7VJU		VRV System Air conditioners	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
4	DSAC - Daiken	FXZQ12M7VJU		VRV System Air conditioners	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
2	DSAC - Daiken	FXFQ36MVJU		SYSTEM Inverter Air Conditioners	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
3	DSAC - Daiken	FXFQ24MVJU		SYSTEM Inverter Air Conditioners	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
2	DSAC - Daiken	RXYQ216PTJUR		VRV System Air conditioners	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
1	Boiler - Buderus	GB142/45		Boiler	1 years parts / Limited 10 Years heat exchanger

APPENDIX A

Seashell Building

Qty	Type/Description**	Model #	Serial #	Type	Currently under contract (Y/N)? If Y, supply expiration date & copy of contract
3	Manifold Pump - Taco	007		Circulator Pump	three (3) years from the date of manufacture.
1	Boiler Pump - Taco	1915		Circulator Pump	three (3) years from the date of manufacture.
3	Hydronic Radiant Floor Manifold	Watts		floor heat manifold	2 Years from date of Manufacture
1	Energy Recovery Unit - NUAIRE	NU2540		HRV	HRV's to be free from defects on all components including motors, circuit boards, transformers, and switches when subject to normal and proper use for a period of two (2) years from the date of purchase. Nu-Air warrants its Compliant Series HRV core to be free from defects for a period of 15 years. Nu-Air warrants its Compliant Series ERV core to be free from defects for a period of 5 years. Should a manufacturing defect occur during the warranty period, Nu-Air will supply replacement parts FOB our plant at no charge.
2	Boiler - Buderus	GB 142/60		Boiler	1 years parts / Limited 10 Years heat exchanger
1	Exhaust Fan - Greenheck	SP-B150		Fan	3 years from date of shipment
2	DSAC Daiken	FXZQ12M7VJU		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
7	DSAC Daiken	FXZQ07M7VJU		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
2	DSAC Daiken	FXMQ18PVJU		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
2	DSAC Daiken	FXMQ24PVJU		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
1	DSAC Daiken	FXFG36MVJU		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
2	DSAC Daiken	RXYQ168PATJ		AC/Heat pump	6yrs Compressor, 1yrs Parts, 1yr Limited Labor
1	Heating Coil - Trane	5W		heat coil	TBD

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Contractor Initials *GH*
Date *1/13/2015*



CERTIFICATE OF LIABILITY INSURANCE

PREC1- OP ID: KH

DATE (MM/DD/YYYY)
01/09/2015

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

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

PRODUCER Boyd & Boufford, LLC 8 Main Street Amherst, NH 03031	CONTACT NAME: Jeffrey A. Boufford PHONE (A/C, No, Ext): 603-673-7228 FAX (A/C, No): 603-673-7290 E-MAIL ADDRESS: jboufford.boydi03@insuremail.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Peerless Insurance Company</td> <td>18333</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Peerless Insurance Company	18333	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER A : Peerless Insurance Company	18333													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Precision Temperature Control 460 Rt 101 Bedford, NH 03110														

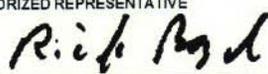
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JCT <input type="checkbox"/> LOC		BKS55444465	03/13/2014	03/13/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS55444465	10/10/2014	03/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO55444465	03/13/2014	03/13/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		XWW55444465	03/13/2014	03/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Compensation ~ 3A State: New Hampshire. Operations usual and customary to a Plumbing and Heating Contractor.

CERTIFICATE HOLDER**CANCELLATION**

SONEWA1 So. NH Administrative Services Attn: Ron Jobal or Successor State House Annex Rm 102 25 Capital St. Concord, NH 03301	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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Precision Temperature Control INC.

AIR CONDITIONING * HEATING * REFRIGERATION SERVICE, INSTALLATION AND MAINTENANCE
SYSTEMS DESIGN AND BUILD

(603) 352-5254
Keene, NH
460 Route 101



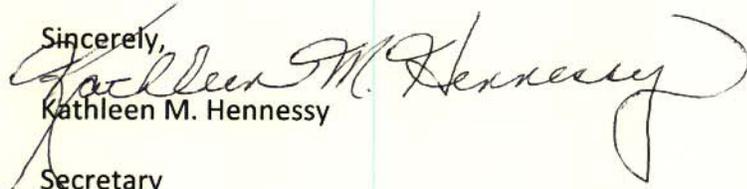
(603) 471-9023
Bedford, NH
Bedford, NH 03110

1-800-694-8632

CERTIFICATE OF AUTHORITY

I, Kathleen M. Hennessy, secretary of Precision Temperature Control, Inc. do hereby certify that Eugene G. Hennessy of Precision Temperature Control, Inc. and has been since October 10, 1984. It is further certified that the corporations bylaws, adopted again on September 10, 2004 grant Eugene G. Hennessy of Precision Temperature Control, Inc. the authority to bind the company. This authority remains in effect and has not been amended or repealed as of this date .

Sincerely,


Kathleen M. Hennessy

Secretary

Precision Temperature Control, Inc.

Date January 13, 2015

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 PRECISION TEMPERATURE CONTROL, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 10, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of January, A.D. 2015

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

William M. Gardner
Secretary of State