

Subject: HVAC Preventative Maintenance and Repair Services, Contract# 8001962

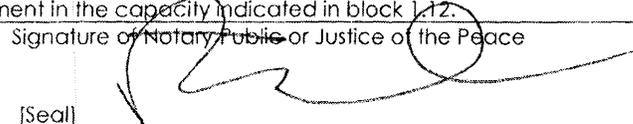
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name 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  Pinnacle Rock Mechanical Services VC 270211		1.4 Contractor Address  28 Jones Road, Suite 2A Milford, NH 03055	
1.5 Contractor Phone Number (888) 285-3689	1.6 Account Number  MULTIPLE	1.7 Completion Date  December 31, 2018	1.8 Price Limitation  \$91,632.00
1.9 Contracting Officer for State Agency  Danielle Ruest, Purchasing Agent		1.10 State Agency Telephone Number  603-271-3290	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Eugene J Hennessy CEO	
1.13 Acknowledgement: State of _____, County of _____  On <u>December 29, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  		PETR A. LORD Justice of the Peace - New Hampshire My Commission Expires September 28, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace  Petr A. Lord			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory <del>Vicki V. Quiram, Commissioner</del> JOSEPH BOUTCHARD, Asst. Comm	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Date: <u>12/31/15</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**INTRODUCTION**

Pinnacle Rock Mechanical Services (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Transportation and Department of Resources and Economic Development, with HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance and Repair Services in accordance with the bid/proposal submission in response to State Request for Bid# 1806-16 and as described herein.

**CONTRACT DOCUMENTS**

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

- 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 1806-16

**TERM OF CONTRACT**

This contract shall commence on January 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on December 31, 2018, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and 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.

**SCOPE OF WORK**

1. The Contractor shall provide the Department of Transportation and Department of Resources and Economic Development 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, as described throughout this contract.
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. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract in Appendix A.
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
  - For the below noted registered boilers, the Contractor shall measure CO and O<sub>2</sub> levels in exhaust, before and after tune-up, consistent with 40 CFR Part 63 Subpart JJJJJJ. The Contractor shall provide the tune-up record to the Administrator or designee in order for the State to certify the facility has complied with the tune up requirements for boiler(s).
    - a. District 2: New London 214 Patrol Shed, Boderus G315 Boiler
    - b. District 5: Chester 513 Patrol Shed, 2004 Viessman Oil Fired Boiler  
Manchester 527 Patrol Shed, Smith Oil Fired Boiler  
District 5 Office, Knight/Lockinvair Boiler
    - c. District 6 Newfields 609 Patrol Shed, Bard Oil Fired Boiler
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, and Districts 3, 4 and 5 require semi-annual inspections in the spring (March – May) and fall (October – 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
- 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
    - 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 and all Rest Areas/Welcome Centers
      - Semi-annually for District 5 (except Rest Areas/Welcome Centers)
      - Annually for Districts 2, 3, 6 (except 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 (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 and all Rest Areas/Welcome Centers
      - Semi-annually for District 5 (except Rest Areas/Welcome Centers)
      - Annually for Districts 2, 3, 6 (except 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
7. 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, or Bureau Chief, DRED, Division of Travel and Tourism Development or his/her designated representative as listed in Appendix A, Section I.
  8. 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.
  9. 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 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 hours from any overtime payment.
  10. 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 District Administrators, Department of Transportation, or Bureau Chief, DRED, Division of Travel and Tourism Development or his/her designated representative.
  11. 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, DRED, Division of Travel and Tourism Development or his/her designated representative.
  12. The Contractor shall present two 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 the District Administrators, Department of Transportation, or Bureau Chief, DRED, Division of Travel and Tourism Development or his/her designated representative.
  13. The above-referenced District Administrators, Department of Transportation, OR Bureau Chief, DRED, Division of Travel and Tourism Development shall:
    - a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two 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.
14. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.
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.

All services performed under this Contract(s) 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, or other hours are required by the State. Any deviation in work hours shall be pre-approved by the respective agency. 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 agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace 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 as 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.

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

#### **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.

**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 # 1806-16, 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.

**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.

**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.

**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.

**EXHIBIT B  
PAYMENT TERMS**

**CONTRACT PRICE**

The Contractor hereby agrees to provide HVAC (Heating, Ventilation and Air Conditioning) 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 \$91,632.00, which includes a contract price of \$79,680.00 and a contingency of \$11,952.00. 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 December 31, 2018.

**PRICING STRUCTURE**

<b>FACILITY NAME</b>	<b>ADDRESS</b>	<b>TOWN</b>	<b>SEMI-ANNUAL PRICE</b>
Colebrook Rest Area	Route 3 NB	Colebrook	\$530.00
Littleton Rest Area	I-93 NB/Exit 44	Littleton	\$500.00
Springfield Rest Area	I-89 NB	Springfield	\$700.00
Lebanon Rest Area	I-89 SB	Lebanon	\$400.00
New London 214 Patrol Shed	63 Old Dump Road	New London	\$375.00
North Conway Rest Area	3654 White Mtn Hwy	Conway	\$400.00
Sanbornton Rest Area	I-93 SB	Gilford	\$400.00
District 4 Office	19 Base Hill Road	Swanzey	\$450.00
Chester Patrol Section 513	825 Raymond Road	Chester	\$375.00
Manchester Patrol Section 527	NHRoute 101 East Bound	Manchester	\$250.00
District 5 Office	NH DOS Troop B, 16 East Point Drive	Bedford	\$1,600.00
Canterbury Rest Area	I-93 North Bound	Canterbury	\$450.00
Salem Welcome Center	I-93 North Bound	Salem	\$650.00
Sutton Rest Area	I-89 South Bound	Sutton	\$475.00
Milton Patrol Shed 601	245 White Mountain Highway	Milton	\$500.00
Strafford Patrol Shed 602	1011 Parker Mountain Road	Strafford	\$350.00
Gonic Patrol Shed 603	25 Cemetery Road	Gonic	\$375.00
Northwood Patrol Shed 604	Box 1159 First NH Turnpike	Northwood	\$375.00
Lee Patrol Shed 605	65 Pinkham Road	Lee	\$350.00
Dover Patrol Shed 606	50 Gerrish Road	Dover	\$350.00
Survey Crew Shed 606A	77 Dover Point Road	Old Dover Shed	\$350.00
Exeter Patrol Shed 607	253 Epping Road	Exeter	\$475.00
Epping Patrol Shed 608	73 Old Hedding Road	Epping	\$375.00
Newfields Patrol Shed 609	39 College Road	Newfields	\$350.00
Rye/N.Hampton Patrol Shed 610	61 Dow Lane	Rye/N.Hampton	\$350.00
S. Kingston Patrol Shed 611	35 Newton Junction Road	S. Kingston	\$350.00
N.Hampton Patrol Shed 612	143 South Road North	N. Hampton	\$350.00
Kingston Patrol Shed 615	65 Mill Road	Kingston	\$350.00
District 6 Office	271 Main Street	Durham	\$475.00
<b>SEMI-ANNUAL TOTALS</b>			<b>\$13,280.00</b>
<b>ANNUAL PRICING</b>			<b>\$26,560.00</b>
<b>CONTRACT PRICE</b>			<b>\$79,680.00</b>

**PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS, REPAIRS AND EMERGENCY CALLS (APPLIES TO ALL SECTIONS)**

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.

Monday thru Friday 8:00 AM to 4:30 PM Journeyman Mechanic	\$ <u>75.00</u> per hour/per person
Monday thru Friday 4:31 PM to 7:59 AM Journeyman Mechanic	\$ <u>112.50</u> per hour/per person
Saturday Work: Journeyman Mechanic	\$ <u>112.50</u> per hour/per person
Sunday Work: Journeyman Mechanic	\$ <u>112.50</u> per hour/per person

**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 by Procurement Card upon 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.

**PAYMENT**

Payments shall be made via Procurement Card.

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

**EXHIBIT D**

RFB #1806-16 is incorporated herein by reference.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2015

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 Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Gail Douglas	FAX (A/C, No): 603-886-4230	
	PHONE (A/C, No, Ext): 603-882-2766	E-MAIL ADDRESS: gdouglas@eatonberube.com	
INSURED PINRO3 Pinnacle Rock Mechanical Services LLC 28 Jones Rd, Suite 9 Milford NH 03055	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Merchants Insurance Group		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES      CERTIFICATE NUMBER: 564906880      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CMP9154912	6/24/2015	6/24/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		CAPI065068	6/24/2015	6/24/2016	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			CUP9147634	6/24/2015	6/24/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured Provisions of the policy apply as required by written contract, agreement or permit per Merchants Ins form MU 76 47 (03/14) - General Liability

Certificate holder identified as: State of New Hampshire, Administrative Services, Purchasing agent, Danielle Ruest or his/her successor, Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301  
State of New Hampshire RFB 1806-16

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Dept of Admin Services, Purchasing Agent 25 Capital St RM102 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 <i>Ware Berube</i>

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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).

<b>PRODUCER</b> People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	<b>CONTACT NAME:</b> Anna Gallant	
	<b>PHONE (A/C, No, Ext):</b> 603 427-7534	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Anna.Gallant@peoples.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> AmGUARD Insurance Company		42390
<b>INSURED</b> Pinnacle Rock Mechanical Services, LLC 28 Jones Road Suite 2A Milford, NH 03055	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

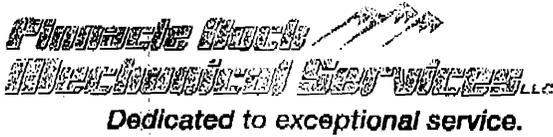
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC01461275	08/01/2015	08/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	Y/N <input checked="" type="checkbox"/> Y    N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Workers Compensation Coverage excludes coverage for: Eugene Hennessy, Rachel Hennessy.**  
**Workers Compensation coverage includes: CT, MA, ME, NH, NJ, NY, PA, RI & VT**

<b>CERTIFICATE HOLDER</b> State of New Hampshire, Dept of Administrative Services Bureau of Purchase and Property 25 Capitol St RM 102 Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anna Gallant</i>
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## Certificate Of Authority

I, Rachel S. Hennessy, Secretary of Pinnacle Rock Mechanical Services LLC, do hereby certify that Eugene J. Hennessy is the CEO and President of Pinnacle Rock Mechanical Services LLC. It is further certified that the corporation's bylaws grant the CEO and President, Eugene J. Hennessy the authority to bind the company. This authority remains in effect and has not been amended or repealed as of this date.

Sincerely,

Rachel S. Hennessy

Secretary

Pinnacle Rock Mechanical Services LLC

Date: December 31, 2015

**PETR A. LORD**  
 Justice of the Peace - New Hampshire  
 My Commission Expires September 28, 2016

NEW HAMPSHIRE  
Corporation Division

- Search
- By Business Name
  - By Business ID
  - By Registered Agent Annual Report
  - File Online Guidelines
  - Name Availability
  - Name Appeal Process

**Date:** 12/23/2015      **Filed Documents**  
 (Annual Report History, View Images, etc.)

**For a blank Annual Registration Report, click here.**

**Business Name History**

Name	Name Type
Pinnacle Rock Mechanical Services LLC	Legal
<b>Limited Liability Company - Domestic - Information</b> <b>Business ID:</b> 727276 <b>Status:</b> Good Standing <b>Entity Creation Date:</b> 6/5/2015 <b>Principal Office Address:</b> 28 Jones Road Suite 2A Milford NH 03055 <b>Principal Mailing Address:</b> No Address <b>Last Annual Report Filed Date:</b> <b>Last Annual Report Filed:</b> 0	

**Registered Agent**

**Agent Name:** Hennessy, Eugene  
**Office Address:** 28 Jones Road Suite 2A  
 Milford NH 03055  
**Mailing Address:**

**NEW! File Annual Report Online.**

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

