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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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William Cass, P.E. Commissioner

David Rodrigue, P.E. Assistant Commissioner
Andre Briere, Colonel, USAF (RET) Deputy Commissioner

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

Bureau of Turnpikes June 26, 2023

REQUESTED ACTION

1. Pursuant to RSA 237:15-a Transfers from the General Reserve Account, authorize the Department of Transportation, Bureau of Turnpikes to transfer funds in the amount of \$42,450 from the Turnpike General Reserve Account to budget and expend revenue for an unexpected boiler in-kind replacement at Hooksett Main Toll Plaza to be effective upon Governor and Council approval through June 30, 2025, with the amount requested for the FY24 budget. 100% Turnpike Funds.

FROM: 04-096-096-961017-363615-0000 Turnpike Fund Balance \$42,450

Table with 4 columns: Description, Current Budget FY 2024, Requested Change, Revised Budget FY 2024. Rows include various expense categories like Personal Services, Equipment, and Construction Repair Material.

406 500882 Environment Expense	100,000		100,000
Total	\$6,782,512	\$42,450	\$6,824,962
Source of Funds			
Revenue:			
000017 Turnpike Fund	\$6,697,299	\$42,450	\$6,739,749
009-403669 Sponsorship Fee	85,213	0	85,213
Total	\$6,782,512	\$42,450	\$6,824,962

The unaudited Turnpike Fund Balance Surplus account as of June 30, 2022, was \$48.3 million, and is projected to be \$47.1 million as of June 30, 2023.

- Further authorize the Department of Transportation to enter into a contract with ENE Systems of NH, Bow, NH (Vendor # 270016) on the basis of a low bid in the amount of \$147,075 for Annual Boiler and HVAC Services at facilities maintained by the Bureau of Turnpikes, effective upon Governor and Council approval through June 30, 2025. 100% Turnpike Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2024 and State FY 2025 upon the availability and continued appropriation of funds in the future operating budget, with the availability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
04-96-96-961017-70270000 Central Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$72,000	\$32,075
04-96-96-961017-70320000 Blue Star Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$13,500	\$13,500
04-96-96-961017-70370000 Spaulding Turnpike Maintenance		
048-500226 Contract Repairs Buildings and Grounds	\$8,000	\$8,000

EXPLANATION

Transfer funds General Reserve Account to Central Maintenance (70270000) – 100% Turnpike Funds:

Class 048 FY 2024: Increase Class 048 in Accounting Unit 70270000 by \$42,450. This transfer will allow for payment of FY 2024 contract expenditures for the replacement in-kind of a boiler for the Hooksett Main Toll. The existing boiler died at the end of this past winter season. Turnpikes evaluated the options to repair or replace the boiler in-kind with the contractor. It was determined that an in-kind replacement was cheaper and more efficient than a repair. The FY 2023 contract did not have funds for this work, therefore it was included in the FY 24-25 contract bid. The FY 2024-2025 budget was developed in FY 2022 and did not anticipate the need for a boiler replacement, therefore an increase in funds is needed.

The NH Turnpike System has twenty (20) hot water boiler and H.V.A.C. systems at toll and maintenance facilities, the Seabrook Welcome/Tourist Information Center and the Administration Building that must remain operational on a daily basis. This contract provides a fixed cost for the annual inspections, guaranteed emergency repairs and parts to ensure the boilers and H.V.A.C. systems will operate efficiently. Eight (8) of these facilities

are occupied 24-hours/day to collect tolls and provide visitor services at the Seabrook Welcome/Tourist Information Center. Emergency response is necessary to ensure continuous operation.

The Department advertised for bids in the Manchester Union Leader on April 13, 14 and 16, 2023 and on the Bureau of Turnpikes' and Purchase & Property websites from April 11 through May 2, 2023. Invitations to bid were also sent to three (3) bidders who had previously submitted bids. Bids are deposited in a bid box and the bidders are unaware of how many bids have been received until they are opened.

Three (3) sealed bids were received and publicly opened on May 2, 2023 (bid results attached). ENE Systems of NH was selected as the low bidder to provide the boiler and HVAC services as required in the proposal. The contract will begin subsequent to approval by the Governor and Council, no sooner than July 1, 2023, and will end on June 30, 2025. The contract is for a total of \$147,075.

This contract was last awarded on June 30, 2021 to Eckhardt & Johnson, LLC. who submitted the lowest of three (3) bids and was awarded the contract for \$80,400. The contract total amount has increased by \$66,675. This increase is due an increase of \$53,000 in estimated repair parts and the purchase of a new boiler for the Hooksett Main Toll location. This also includes an increase of fifty (50) additional contract working hours for service.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,



William J. Cass, PE
Commissioner

Attachments
cc: J. Corcoran

**NHDOT Bureau of Turnpikes
Annual Boiler and H.V.A.C. Service Contract
RFB TPK 2023-01 Bid Results May 2, 2023**

	Lowest Bid		
	Alliance Group	AAA Energy Services	ENE
Annual Inspection of 20 Locations (Lump Sum for All Locations)	\$ 14,645.00	\$ 15,432.00	\$ 13,350.00
Times 2-years	2	2	2
Total Inspection Cost	\$ 29,290.00	\$ 30,864.00	\$ 26,700.00
Emergency Repair Service Monday - Friday 06:00 to 18:00 (est. 500 hours over contract term):	500	500	500
Fixed Hourly Labor Rate	\$ 90.00	\$ 112.00	\$ 85.00
Total Estimate	\$ 45,000.00	\$ 56,000.00	\$ 42,500.00
Emergency Repair Service Monday - Friday 18:01 to 05:59 as well as weekends/holidays (Est. 50 hours over contract term):	50	50	50
Fixed Hourly Labor Rate	\$ 135.00	\$ 138.00	\$ 127.50
Total Estimate	\$ 6,750.00	\$ 6,900.00	\$ 6,375.00
Supply Repair Parts (Est. based on Dealer Cost of Parts: \$65,000 over 2-years):	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
Fixed Percent % Markup	10%	10%	10%
Total Estimate	\$ 71,500.00	\$ 71,500.00	\$ 71,500.00
Total Price	\$ 152,540.00	\$ 165,264.00	\$ 147,075.00

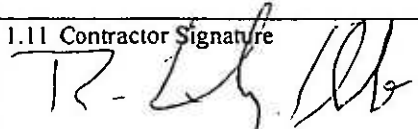
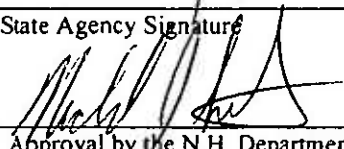
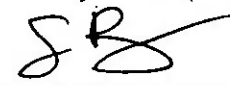
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483 7 Hazen Drive Concord NH 03302-0483	
1.3 Contractor Name ENE Systems of NH		1.4 Contractor Address 155 River Road Bow, NH 03304	
1.5 Contractor Phone Number 603-856-0330	1.6 Account Unit and Class See Exhibit B, Paragraph 10	1.7 Completion Date 6/30/2025	1.8 Price Limitation 147,075.00
1.9 Contracting Officer for State Agency Michael Servetas, Director of Operations		1.10 State Agency Telephone Number 603-271-1486	
1.11 Contractor Signature  Date: 5/12/23		1.12 Name and Title of Contractor Signatory R. Lindsay Drisko President.	
1.13 State Agency Signature  Date: 6/28/23		1.14 Name and Title of State Agency Signatory Michael J. Servetas, Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director; On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/27/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 5/12/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials RLW
Date 5/12/23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BOILER HVAC MAINTENANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2023-01

EXHIBIT A - SPECIAL PROVISIONS

No special provisions are required by the DEPARTMENT.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BOILER HVAC MAINTENANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2023-01

EXHIBIT B - SCOPE OF SERVICES

A. TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Provide all labor, materials, and equipment to perform annual boiler cleaning, inspection, and preventive maintenance service at each of the boiler sites. See the attached equipment location list (Exhibit D). The boiler cleaning, oil fired hot water heater cleaning, inspection, and preventive maintenance shall include the following work:

- a) Replace fuel oil filters.
- b) Replace fuel oil nozzles.
- c) Gap electrodes or replace if needed.
- d) Clean boiler heat exchanger and fire box.
- e) Remove breaching pipes and brush clean.
- f) Perform a complete boiler efficiency test and report results to the DEPARTMENT.
- g) Inspect each facility for potential hazards (to include chimney flue, deteriorated gaskets, leaks, circulator pump, blow off valve, etc.)
- h) Provide to the DEPARTMENT a list of deficiencies discovered during the inspections and recommend corrective actions.
- i) Provide to the DEPARTMENT a cost estimate of the work to correct the noted deficiencies.

2. Provide all labor, materials, and equipment to perform annual heating – ventilating - air conditioning (H.V.A.C.) equipment cleaning, ventilation duct cleaning, inspection, and preventive maintenance at each of the H.V.A.C. equipment sites. See the attached equipment location list (Exhibit D). The H.V.A.C. cleaning, inspection and preventive maintenance shall include the following work:

- a) Check for proper operation of all actuators.
- b) Check for proper operation of all louvered dampers.
- c) Check all fire dampers.
- d) Clean and lubricate bushings and operating rods on all louvered dampers.
- e) Lubricate blower bearings and bearing shafts.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BOILER HVAC MAINTENANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2023-01

- f) Clean pre-heat and re-heat hot water coils.
 - g) Check condition of ventilation ducts and clean accordingly.
 - h) Replace all air filters.
 - i) Replace drive belts on blower motors.
 - j) Check automatic and manual temperature controls for proper operation.
 - k) Provide to the DEPARTMENT a list of deficiencies discovered during the inspections and recommend corrective actions.
 - l) Provide to the DEPARTMENT a cost estimate of the work to correct the noted deficiencies.
3. The twenty (20) boiler and/or H.V.A.C. sites annual inspections, cleaning, and preventive maintenance shall be done for a lump sum fee as cited in No. 1 above.
4. Results of the inspection, cited in No. 1 above, and recommendations pertaining thereto shall be forwarded, in email Colby.E.Powelson@dot.nh.gov, within ten (10) days of completion.
5. Parts and labor necessary for repairs, which do not exceed \$1,000.00 cumulative total as a result of the twenty (20) annual inspection sites, are authorized without written approval. Parts and labor necessary for repair, which exceed \$1,000.00 cumulative total as a result of the twenty (20) annual inspections, require a cost estimate and written approval from the Administrator, Bureau of Turnpikes or designee.
6. Perform emergency repairs to the boiler and H.V.A.C. system at each of the twenty (20) sites, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR shall respond to the effected site within four (4) to six (6) hours and complete the repairs within forty-eight (48) hours of notification. A service order shall be completed describing the deficiency and corrective action taken. The service order shall be signed by the facility supervisor or the maintenance mechanic foreman prior to leaving the facility. One copy will be left at the facility for documentation.
7. The CONTRACTOR shall meet with the Bureau of Turnpikes Maintenance Mechanic Foreman for repairs beyond the annual Boiler and H.V.A.C. cleaning, inspection and preventive maintenance as outlined in No 1 above.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BOILER HVAC MAINTENANCE
BUREAU OF TURNPIKES CONTRACT RFB TPK 2023-01

8. All work specified in Nos. 4, 5 & 6 above shall be invoiced at a fixed hourly rate (portal to portal) as described below. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at a fixed percentage of the published manufacturer's price list. The CONTRACTOR will invoice the DEPARTMENT following the completion and acceptance of each job. The invoice must include the following:
- a. Date work was done.
 - b. Brief description of work done.
 - c. Hourly rate charged and materials.
 - d. Location of work per Exhibit D.
9. Itemized invoices shall be submitted after the delivery of job/services. Invoices can be submitted by email or mail. The DEPARTMENT will make payment through the normal State of NH payment process, which is up to thirty (30) days following an approved invoice.

Invoices shall be sent to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, NH 03302-2950
Or
DOT-NHTumpikesAP@dot.nh.gov

10. The CONTRACTOR agrees to coordinate any temperature control repair service with Maintenance Mechanic Foreman.
11. Should the CONTRACTOR be unable to complete the repair within the 48-hour time period, the CONTRACTOR must request an extension of time, in writing, from the Administrator, Bureau of Turnpikes or designee. Examples of valid reasons are:
- a. Part unavailable with explanation why.
 - b. Repair is ongoing and requires additional time to complete.
 - c. Parts and labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which includes:

- a. Specified time period until repair can be completed.
- b. Devices affected and how it affects system.
- c. Reasons for delay of repair.
- d. And any other information to justify the request for non-compliance of the 48-hour provision.

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12. Service shall encompass all facilities and equipment necessary to implement the desired operations. The CONTRACTOR shall be required to coordinate all activities with prior contractors as needed in order to maintain a smooth transition of service.
13. All work must be performed in such a manner as not to inconvenience building occupants. The CONTRACTOR shall determine the DEPARTMENT's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

B. SAFETY and ENVIRONMENTAL ISSUES and COMPLIANCE REQUIREMENTS

1. The safety and environmental protection of DEPARTMENT personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with DEPARTMENT business. The CONTRACTOR shall at its own expense, wherever necessary or required, furnish safety/environmental devices, and take such other precautions as may be necessary to protect life and property.
2. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations, and standards including but not limited to NHDES, OSHA, EPA, NFPA and the U.S. Department of Labor to ensure the safety and environment of the workers as well as NH DEPARTMENT staff, general public, and property.
3. The CONTRACTOR is responsible for compliance with the Safety and Health regulations for construction (specifically 1926 Subpart K – Electrical but all parts as applicable) that apply to all employers subject to the regulations promulgated by OSHA and National Electric Code (NEC) latest edition, as well as any municipal electrical ordinances and codes.
4. The DEPARTMENT operates under Environmental Policy ENV1 which states that NHDOT activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state's transportation infrastructure, and when providing for public safety and the economic strength of the state.

After contract approval, the Bureau's Safety and Environmental Coordinator or other representative will meet with the CONTRACTOR one time at the beginning of the contract to review the Department's Contractor Safety & Environmental Checklist and provide additional information about the facilities' needs. It is the CONTRACTOR's responsibility to fill out the checklist.

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D. WARRANTIES

1. The Contractor shall guarantee the quality of his parts/workmanship and that of his employees in accordance with manufacturer specifications and acceptability to DEPARTMENT for a period of one (1) year. The CONTRACTOR shall bear all expenses to repair any warranty related work, to include parts, labor and any trip charges associated with that repair.
2. The DEPARTMENT retains the right to require the CONTRACTOR to counsel or reassign any employee whose actions or appearance are not consistent with the standards of the NH DEPARTMENT and in the best interest of those utilizing the service. DEPARTMENT may, at any time, restrict a CONTRACTOR's employee from servicing DEPARTMENT. Such employees shall be replaced with a different qualified CONTRACTOR's employee meeting the agency's acceptance.

E: OTHER

1. The CONTRACTOR agrees to all the requirements of the P-37 contract. The P-37 is the official contract used by the DEPARTMENT.
2. Any Sub-Contractors hourly rates will be billed to the DEPARTMENT as pass through labor costs, with copies of the sub-contractor's invoices submitted to support the Contractor's request for payment. If the Sub-Contractor refuses to perform, the contractor may substitute another Sub-Contractor with approval from the DEPARTMENT. The DEPARTMENT has the right to request another sub-contractor be used if the rates are excessively high.
3. Locations can be added or deleted within 30 (thirty) days by notifying the vender via email.

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EXHIBIT C – PAYMENT TERMS

1. The CONTRACTOR agrees to provide the annual boiler cleaning, inspection, and preventative maintenance service as cited in Exhibit B, paragraphs 1, 2, & 3 for the lump sum fee of: Thirteen Thousand Three Hundred and Fifty Dollars (\$13,350.00) annually for all of the twenty (20) Boiler and/or H.V.A.C. sites.
2. The CONTRACTOR agrees to provide priority response for Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 7 AM to 5 PM of: Eighty-Five Dollars (\$85.00) per hour.
3. The CONTRACTOR agrees to provide priority response for Boiler & H.V.A.C. service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) Monday through Friday 5 PM to 7 AM, weekends and State Holidays period (words and numerals) of One Hundred Twenty-Seven Dollars and Fifty Cents (\$127.50) per hour.
4. The CONTRACTOR agrees to supply repair parts at a fixed percentage of the published manufacturer's list price to include an invoice, plus a fixed percentage mark up of Ten Percent (10%).
5. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices to the DEPARTMENT, indicating the work has been completed.
6. The total contract price shall not exceed One Hundred Forty-Seven Thousand, Seventy-Five Dollars and no cents (\$147,075.00).
7. Payment shall be made at the completion of the work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed. (In accordance with Exhibit B, Paragraph 9).
8. Locations can be added or deleted by the DEPARTMENT within 30 (thirty) days by notifying the vender via email.
9. The preceding service and contact agreement shall begin subsequent to approval of Governor and Council, but no earlier than July 1, 2023, ends on June 30, 2025, and is subject to Governor and Council approval,
10. The DEPARTMENT shall make payments out of the following account numbers:
 1. 017-096-7027-048-5000226 Central Maintenance Contract Repairs, Bldg & Grounds
 2. 017-096-7032-048-5000226 Blue Star Maintenance Contract Repairs, Bldg & Grounds
 3. 017-096-7037-048-5000226 Spaulding Maintenance Contract Repairs, Bldg & Grounds

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EXHIBIT D – EQUIPMENT LOCATION LIST

#	Location	Units
1	Hooksett Main Toll I-93 MM 28.7 Hooksett, NH	<p>2 Mod Con Commercial Condensing Heating Boilers Model #: Mod Con 850 propane fired Gross Heat Output = 799,000 Btu/hr.-each</p> <p>Panasonic Split Ductless Air Conditioning System with Indoor Wall mounted (Model # CS-S24NKUA) and outdoor pad mounted unit Model # CU-S24NKUA).</p> <p>Air Handler – Trane M Series Model # MCCB030UA0AOUB Serial # K02K5801SA Filter Size – (12) 20"x20"x2" - (4) 20"x25"x2"</p> <p>VAV's – Trane Model # VCWF10000G0ENCLG00002L1W000000000 Serial # R05J39907A</p> <p>Air Conditioner Unit. Trane Model # THC04SA3R0A0UH000000000000 A</p>
2	Hooksett Ramp Toll I-93 Exit 11 Hooksett, NH	<p>1 Boiler, Burnham-Cast Iron Model # V904A. Oil fired (18.4 GPH) Serial # 64656862 (420 MBH Water) Carlin Burner. Model #301 CRD</p> <p>Air Handler – Trane M Series Model # MCCB006UA0AOUB Serial # K04F79579 Filter Size (2) 20"x20"x2"</p> <p>VAV's – Trane</p>
3	Hooksett Office Trailer I-93 Exit 11 Hackett Hill Road Hooksett, NH	Electric HVAC in Trailer
4	Hooksett Maintenance Warehouse I-93 Exit 11 36 Hackett Hill Road Hooksett, NH	<p>Reznor 350 Model #USDA-350 Serial #BOL3082051771 Gas Heater – Natural Gas 115 Volts BTU 350,000</p>

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5	Turnpikes Administration Bldg. I-93 Exit 1136 Hackett Hill Road Hooksett, NH	<p>2 Boiler – HTP Commercial Wall Mount Natural Gas Fired Model # EFT-285 Serial # 022619F1010214/022619F10102065 - Mitsubishi VAV's Ceiling Mounted Air Handlers Filter Size - (2) 9"x19"x1" Mitsubishi ERV System Model # HE3XIN Filter Size - (8) 20"x20"x2" 12 Mitsubishi Mini-Splits Model # TPKFYP012HM142A/TPKFYP006BM142 Washable Filter</p>
6	Hooksett Maintenance Bldg. I-93 Exit 11 36 Hackett Hill Road Hooksett, NH	<p>1 Boiler, Buderus-Cast Iron Model # Logano GE515 Natural Gas fired Serial # 05086702-00-6261-0157 Gordon Piatt Burner. Model # R8.1-G0-07</p> <p>Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"</p>
7	Bedford Toll Plaza F.E. Everett Turnpike MM 17.2 Bedford, NH	<p>1 Boiler. Burnham-Cast Iron Model # V1111. Oil fired (18.4 GPH) Carlin Burner</p> <p>Air Handler – Trane M Series Model # MCCB025UA0A0UR Serial # K03J35263A Filter Size – (8) 20"x20"x2" - (4) 20"x25"x2" VAV's – Trane Model # VCWF10000G0EN0NG00002L1W00000000</p> <p>Air Conditioner Unit. Trane Model # THC048A3R0A11H200AB10000 A</p>
8	Merrimack Maintenance Bldg. Rt. 3, Central Turnpike, N.B. Merrimack, NH	<p>1 Boiler, Weil-McLain Model # 578 Oil-fired (4.45 GPH) Serial # 05086702-00-6261-0157 Gordon Piatt Burner, Model # R8.1-G0-07</p> <p>Air Handler – Carrier Model # 39MNLOB005F8211XGS Serial # 0107U00312 Filter Size – (6) 16"x20"x2"</p>

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9	F.E. Everett - Exit 10 Ramp Toll Plaza Central Turnpike Merrimack, NH	1 Boiler, Buderus-Cast Iron Model # GE615, Oil fired, Riello Burner, Model # RL100 Air Handler Trane M Series Model # MCCB012UA0A0UA Filter Size (6)-20"x20"x2" VAV's - Trane (6) Model # VCWF10000G0ENCLG00002LIW000000000 Air Conditioner Unit, Trane Model# THC060A3R0A1WC1000000000 B
10	Nashua E-ZPass/DMV Center FEE Exit 6 Nashua, NH	1 Boiler - Weil-McClain Ultra 299 Commercial Natural Gas Hot water Boiler A.O. Smith hot water heater Model # ESTT30110 Serial # 1114A008308 Johnson Controls Air Handlers AHU-1, AHU-2 and AHU-3 belt driven blower and coil units models H&V Split-system Air Conditioner Daikin Room Air conditioner
11	Nashua Maintenance Building Rte. 111-A, Exit 5 Nashua, NH	1 Boiler, Class I, Cast Iron H.B. Smith - 5000 Sq. Ft. Model # 71888 223,000 BTU/HT
12	Rochester Maintenance Bldg. 47 Route 16 Connector Rochester, NH	Neo Therm Gas Fired Hot Water Boiler (2 Boilers) Serial # G15348043 Model # NTH399NXX3 Natural Gas BTU 399,000 State Industries, Inc. - Hot water heaters (2 water heaters) Serial # 1541M000195 Model # SHE507076NE Natural Gas Input BTU HR 76,000 Mitsubishi Electric Condensing Unit Model # PUY - A18NHA6 Service Ref. PUY-A18NHA6

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13	Rochester Toll Shelter Spaulding Turnpike MM 17.7Rochester, NH	TBD
14	Dover Maintenance Facility Exit 9 - Spaulding Turnpike Dover, NH	1 Boiler, Weil McLain-Cast Iron Model # 778 Oil fired (6.5 GPH) Serial # 1 664 MBH water Carlin Burner 6.0 – 13.0 GPH A.O. Smith Electric Storage Water Heater Model # ECT80 200 Serial # H05A099149
15	Dover Toll Shelter Spaulding Turnpike MM 5.7 Dover, NH	TBD
16	Hampton Main Toll Plaza I-95 MM 5.8 Hampton, NH	1 Boiler, Burnham-Cast Iron Model # V11 series, Oil fired Carlin Burner, # 1050 FFD-20 Air Handler – Trane M Series Model # MCCB030UA0A0UB Filter Size – (12) 20"x25"x2" & (4) 20"x20"x2" Air Conditioner Unit, Trane M series Model# TH048A3R0A0U0000000000A
17	Hampton Side Toll I-95 Exit 2 Hampton, NH	1 Boiler, Burnham-Cast Iron Model # V909A, Oil fired Carlin Burner, # 801 CRD Air Handler – Trane M Series Model # MCCB012UA0A0UB Filter Size – (6) 20"x20"x2" VAV's – Trane Model # VCWF10000G0ENCLG00002L1W000000000 Serial # R05J39907A Air Conditioner Unit, Trane Model# TCC024F100BG

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18	Hampton Maintenance Facility I-95 Hampton, NH	1 Boiler, Weil McLain-Cast Iron Model 80 Series 1 Boiler Oil fired (11.6 GPH) Model # 1280 Serial # 646445821172 MBH water Carlin Burner 6.0 – 13.0 GPH Rudd electric water heater, 30 gal Model # PE2-30-2 Serial # RU 0304219345
19	Hampton Training Trailer I-95 Hampton, NH	Electric HVAC in Trailer
20	Seabrook Welcome Center I-95 NB MM 0.2 Seabrook, NH	<p>1 Boiler, Series 19, Cast Iron H.B. Smith – Serial # F98-798 359,000 BTU Carlin Burner</p> <p>Oil Fired Hot Water Heater, Bochim Model # 72E Serial # 02093075T</p> <p>H&V Make – Bryant Model # 524AEB120000AAGC Serial # 3699F48297 Motor – 2.4 HP Volts - 208-230/460 Amps - 5.8/2.6 3PH</p> <p>Mitsubishi Electric (3 Units outside) Split System heat pump Model # MSZ-5C42NAHAZ Serial # 51U01795B Unit Supply 208/230 1 Phase Mitsubishi Electric (9 Heads in building) Split system heat pump</p>



POLICY NUMBER: ENV 1		POLICY NAME: ENVIRONMENTAL POLICY	
ADOPTION DATE: July 23, 2018	LAST UPDATED: February 3, 2023		
POLICY APPROVED BY: Commissioner, NHDOT	SIGNATURE: <i>William Carr</i>		
RESPONSIBLE OFFICE: Bureau of Environment	CONTACT PERSON: Administrator, Bureau of Environment		
REQUIREMENTS: All Employees must read and sign this policy within 60 calendar days of implementation and/or date of hire.	PROCEDURES AND RESOURCES: <ul style="list-style-type: none"> • This Policy is supported by documents in the Standard Operating System (SOS) Index. • State and Federal Environmental Regulations 		

POLICY STATEMENT

The New Hampshire Department of Transportation’s (NHDOT) activities affect the cultural and natural environment through land use, natural resource consumption, and transportation corridor development/redevelopment and maintenance activities. Operating in compliance with applicable state and federal regulations, NHDOT will seek to avoid, minimize, and/or mitigate environmental impacts when planning, constructing, and maintaining the state’s transportation infrastructure, and when providing for public safety and the economic strength of the state.

SCOPE

This policy shall apply to all employees in all organizational units of NHDOT.

DEFINITIONS

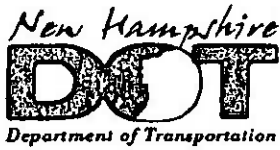
Cultural and natural environment (collectively referred to as “environment”): The manmade and non-manmade features of the landscape. Examples of the natural environment include, but are not limited to, wetlands, waterways, forests, fields, and their associated wildlife. Examples of the cultural environment include, but are not limited to, historic buildings and bridges, archaeological sites, stone walls, and cemeteries.

Additional definitions related to this policy may be viewed on the *SOS Index*.

RCD
2/3/23

COMMENTS

1. NHDOT will strive to avoid and/or minimize generated waste by reducing, reusing, or recycling materials, and by using environmentally friendly materials and products.
2. NHDOT will strive to avoid, minimize, and/or mitigate impacts to natural and cultural resources when planning, constructing, and maintaining the state's transportation infrastructure.
3. NHDOT will communicate and enforce its commitment to this policy to our employees, consultants, contractors, and other interested parties. Contract managers and/or consultant supervisors are responsible for consultant and contractor compliance with applicable environmental rules and regulations.
4. NHDOT is committed to continuously improving environmental performance through regular activity reviews, and by implementing improved processes for avoiding, minimizing, or mitigating negative environmental impacts.
5. NHDOT will develop, implement, and maintain management systems that encompass the environmental functions of the Department and support compliance with regulations and stewardship of the environment.
6. NHDOT will provide employees with the appropriate environmental training to perform their functions. Specific training requirements will be detailed in supporting procedures.
7. NHDOT will ensure that consultants and contractors doing work on its behalf are qualified and/or appropriately trained on the requirements of applicable environmental rules and regulations.
8. NHDOT will utilize an appropriate, proactive stakeholder involvement process to address this environmental policy and facilitate problem solving in a collaborative manner.
9. Existing NHDOT environmental policies, directives, procedures, manuals, forms, programs, and systems shall remain in effect and enforceable until incorporated into the SOS.
10. Any employee found to have violated this policy and/or directives, procedures, manuals, forms, programs, and systems that support it will be subject to appropriate disciplinary action up to and including discharge from employment pursuant to PART Per 1002 of the Rules of the Division of Personnel.



- 11. Any contractor or consultant doing work on behalf of NHDOT found to have violated applicable environmental rules and regulations will be subject to applicable contractual provisions.
- 12. The SOS and all documents pertaining to it will be located in the SOS *Index* on the NHDOT Intranet, accessible to all employees with computer access. For employees without computer access, hard copies of the SOS will be made available upon request and at all Department work facilities.

REQUIREMENTS

All employees shall receive and review this policy, have the opportunity to discuss and ask questions, sign below, and return to the Bureau of Human Resources within 60 calendar days of the implementation date or date of hire.

- 1. For newly hired employees, this policy shall be provided at orientation with appropriate training.
- 2. For existing employees, Appointing Authorities shall provide a copy of the policy and ensure it is signed and returned to the Bureau of Human Resources within 60 calendar days.
- 3. All original, signed policies will be retained in the employee's personnel file in the Bureau of Human Resources.

I received this policy and have been provided the opportunity to ask questions.

Paul O'Brien
Employee Name (printed)

Employee Signature

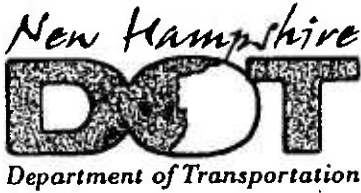
5/12/23
Date

AMENDMENT RECORD

This policy is reviewed every two years to ensure its continuing relevance and accuracy. Record any amendments below.

Date	Comments	Name	Title
2/3/2023	Biennial review resulted in no revisions	William Cass	Commissioner
7/23/2018	Original Policy Adopted	Victoria Sheehan	Commissioner

7LS



**New Hampshire Department of Transportation
BUREAU OF TURNPIKES**

Contractor Safety & Environmental Checklist

Contractor Company Name: ENE Systems of NH
 Date Reviewed: 5/12/23
 Project Description: Turnpikes 2023 Boiler Maintenance Contract.
 Contractor Name: PAUL O'BRYEN

Please complete the following Contractor Safety & Environmental Checklist:

Reviewed	Not Applicable	Topic:	Contractors Requirements:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Sign In	All contractors must sign in and out at the main office.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Communication	Contractors must meet with Building Maintenance or other designee to discuss project and checklist.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Smoking	Smoking is not permitted within 50 feet from any building.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Emergency Plans	Evacuate when building alarms sounds or alarm lights activate. Meet at meeting point.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Personal Protective Equipment	Appropriate personal protective equipment must be used when contractors are working.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Contractor Equipment	All equipment on site must be maintained in a safe operating condition. Only competent and certified workers may operate tools and equipment.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Safety Regulations	Comply with all applicable federal, state, and municipal safety regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Environmental Regulations	Comply with all applicable federal, state, and municipal environmental regulations.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Housekeeping	Maintain acceptable housekeeping and material organization around work site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Chemicals	Copies of SDS must be available on site.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Ladders	May only be used for ascent or descent or light work where the worker can maintain a three-point stance. Metal ladders shall not be used around electrical work.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Scaffolds	Erected in accordance with legislated requirements
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Fall Protection	Required when a worker is working at a elevated height of 4 or more feet.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	Disposal	Solid waste can be disposed of in our receptacles. All hazardous waste and chemicals must depart with contractor.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS	The Bureau operates under Environmental Policy ENV 1.
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A	EMS Projects	Reduce energy use, reduce paper usage, and working with contractors.

Contractor Initials: PO

Date: 5/12/23

NHDOT Bureau of Turnpikes
 Annual Boiler and H.V.A.C. Service Contract
 RFB TPK 2023-01 Bid Template

Lowest Bid

	Alliance Group	AAA Energy Services	ENE
Annual Inspection of 20 Locations (Lump Sum for All Locations)	\$ 14,645.00	\$ 15,432.00	\$ 13,350.00
Times 2-years	2	2	2
Total Inspection Cost	\$ 29,290.00	\$ 30,864.00	\$ 26,700.00
Emergency Repair Service Monday - Friday 06:00 to 18:00 (est. 500 hours over contract term):	500	500	500
Fixed Hourly Labor Rate	\$ 90.00	\$ 112.00	\$ 85.00
Total Estimate	\$ 45,000.00	\$ 56,000.00	\$ 42,500.00
Emergency Repair Service Monday - Friday 18:01 to 05:59 as well as weekends/holidays (Est. 50 hours over contract term):	50	50	50
Fixed Hourly Labor Rate	\$ 135.00	\$ 138.00	\$ 127.50
Total Estimate	\$ 6,750.00	\$ 6,900.00	\$ 6,375.00
Supply Repair Parts (Est. based on Dealer Cost of Parts \$65,000 over 2-years):	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
Fixed Percent % Markup	10%	10%	10%
Total Estimate	\$ 71,500.00	\$ 71,500.00	\$ 71,600.00
Total Price	\$ 152,540.00	\$ 165,264.00	\$ 147,075.00

RLD
H 1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0006228725



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

ENE Systems of NH, INC.
(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Michael Bolt hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
ENE Systems of NH. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 5/12, 2023
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That R Lindsay Aiske (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

ENE Systems of NH with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5/12/23

ATTEST: Michael Bolt
(Name & Title)
MICHAEL BOLT
Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2023

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

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

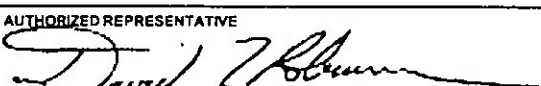
PRODUCER RogersGray, A Baldwin Risk Partner 410 University Ave Westwood MA 02090 License#: PC-514062 ENESYST-01	CONTACT NAME: PHONE (A/C, No., Ext): 800-553-1801 FAX (A/C, No): 877-816-2156 E-MAIL ADDRESS: mail@rogersgray.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ENE Systems of NH 155 River Road, Suite 12 Bow NH 03304	INSURER A: Zurich American Insurance Comp	27855
	INSURER B: Zurich American Insurance Comp	16535
	INSURER C: Cincinnati Insurance Company	10677
	INSURER D: Underwriters at Lloyd's London	15792
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 611564581 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO9809451-06	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9809452-06	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50	Y	Y	EXS 0606492	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9809450-06	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional/Pollution			B0621PENES000123	3/1/2023	3/1/2024	Per Claim/Aggregate	\$2M/\$2M
D	Excess Professional/Pollution			B0621PENES000723	3/1/2023	3/1/2024	Per Claim/Aggregate	\$3M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When Required by Written Contract, the Following Applies:
 General Liability: Additional Insured Ongoing (U GL 21 62 A CW 02 19) and Completed Operation (U GL 21 62 A CW 02 19) Primary and Non-Contributory Basis (U GL 21 62 A CW 02 19), Waiver of Subrogation (U GL 925 B CW 12 01)
 Auto Liability: Additional Insured (U CA 424 F MA 10 14), Primary and Non-Contributory Basis (U CA 424 F MA 10 14), Waiver of Subrogation (U CA 424 F MA 10 14)
 Excess/Umbrella: Additional Insured follows form over underlying General Liability and Automobile Liability, Primary and Non-Contributory Basis (XS493 11 2020), Waiver of Subrogation (XS 101 09 20)
 Workers Comp: Waiver of Subrogation (WC 00 03 13 04 84)
 See Attached...

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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