CHRISTOPHER T. SUNUNU
Governor

# STATE OF NEW HAMPSHIRE
## OFFICE OF THE GOVERNOR

June 26, 2020

Charles Arlinghaus
Commissioner
New Hampshire Department of Administrative Services
25 Capital Street
Concord, N.H. 03301

Dear Commissioner Arlinghaus,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14 have approved your written request, in attachment, to take the following actions related to the COVID-19 Public Health Emergency:

1. Enter into a **retroactive sole source** equipment lease agreement with Granite State Heating and Plumbing (vender# 158437) of 12 Oil Mill Road, Wear NH 03281, for an amount not to exceed $113,604, which shall provide a 200-ton temporary Trane Chiller at the Rockingham County Courthouse, budgeted consistent with the information in the request in attachment, effective **retroactive** from April 1, 2020, through August 31, 2020 (100% Transfer Funds from the Administrative Office of the Courts)

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu
Governor

**107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301**
**Telephone (603) 271-2121 • FAX (603) 271-7640**
**Website: http://www.governor.nh.gov/ • Email: governorsununu@nh.gov**
**TDD Access: Relay NH 1-800-735-2964**

# State of New Hampshire

**DEPARTMENT OF ADMINISTRATIVE SERVICES**
**25 Capitol Street – Room 120**
**Concord, New Hampshire 03301**
Office@das.nh.gov

**Charles M. Arlinghaus**
**Commissioner**
**(603) 271-3201**

**Joseph B. Bouchard**
**Assistant Commissioner**
**(603) 271-3204**

**Catherine A. Keane**
**Deputy Commissioner**
**(603) 271-2059**

June 22, 2020

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

**REQUESTED ACTION UNDER RSA 21-P:43, RSA 4:45, RSA 4:47 & EXECUTIVE ORDER 2020-04**

Dear Governor Sununu,

I request authorization for the Department of Administrative Services, Bureau of Court Facilities, to enter into a **Retroactive Sole Source**, equipment lease agreement with Granite State Heating and Plumbing (Vendor #158437) of 17 Oil Mill Road, Weare, N.H. 03281, for an amount not to exceed $113,604, which shall provide a 200-ton temporary Trane Chiller effective upon your approval for the period of April 1, 2020 through August 31, 2020 at the Rockingham County Courthouse. **100% Transfer Funds (transfer from AOC, Rent from Other Agencies).**

Funding is available from Department of Administrative Services, Bureau of Court Facilities, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

| | **SFY20** |
|---|---|
| 01-14-14-141510-2045000-022-500248 Rent | $113,604 |

**EXPLANATION**

Approval of the retroactive equipment lease agreement will authorize the Bureau of Court Facilities to rent a 200-ton temporary Trane Chiller for the Rockingham County Courthouse in Brentwood, N.H., which, is the largest courthouse in New Hampshire at 100,000 square feet. This request is **retroactive** due to the unexpected delays in supply chain interruptions caused by COVID-19 in procuring the permanent chiller system, subsequently needing to extend the lease agreement through August 31, 2020 to ensure Rockingham County Courthouse remains functional while awaiting the permanent chiller to be delivered, installed, and commissioned. Additionally, this is **sole source** because Granite State Heating and Plumbing provided the temporary Trane Chiller in 2019 and the site is set to operate with infrastructure installed by the company and with the same unit. This situation was not anticipated and required immediate action.

The temporary chiller was installed in April of 2020, to provide cooling to the Rockingham County Courthouse. A new permanent McQuay Chiller is scheduled to be delivered to the facility in late May of 2020, as part of the Seacoast Performance Contract approved by the Governor and Executive Council on October 23, 2019. The Seacoast Performance Contract, delayed beyond the original target date, triggered the lag of the new chiller delivery to the Rockingham County Courthouse. The original targeted delivery and installation date was for March or April of 2020. As the cooling season in New Hampshire begins in April, the temporary chiller was necessary to keep the building operational while awaiting the permanent unit. As background, purchasing a new chiller can have a lengthy lead-time as most chillers are not in stock and built upon order. The original chiller rental agreement was scheduled for April, May and June, but with the arrival of COVID-19, the permanent McQuay Chiller delivery date was extended again, as critical components for the new unit where were delayed due to supply chain interruptions. This situation necessitated the rental agreement to include July and August of 2020, to ensure that the courthouse remains functional, while the permanent McQuay Chiller is delivered, installed and commissioned.

Finally, the Bureau of Court Facilities contracted with Granite State Heating and Plumbing because they provided the temporary Trane Chiller in 2019. The site is set to operate with infrastructure installed by the company and with the same unit. In addition, this fluid and time sensitive matter required immediate action.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

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

## AGREEMENT

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

## GENERAL PROVISIONS

### 1. IDENTIFICATION.

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>Department of Administrative Services | | 1.2 State Agency Address<br>25 Capitol Street, Concord, N.H. 03301 | |
| 1.3 Contractor Name<br>Granite State Plumbing & Heating, LLC | | 1.4 Contractor Address<br>17 Oil Mill Road, Weare, NH 03282 | |
| 1.5 Contractor Phone Number<br>603-529-3322 | 1.6 Account Number<br>01-14-14-141510-2045-022-500248 | 1.7 Completion Date<br>August 31, 2020 | 1.8 Price Limitation<br>$113,604.00 |
| 1.9 Contracting Officer for State Agency<br>Sarah Lineberry, Administrator | | 1.10 State Agency Telephone Number<br>603 271-3936 | |
| 1.11 Contractor Signature<br>Robert S. Knowlton Date: 5-18-20 | | 1.12 Name and Title of Contractor Signatory<br>Robert Knowlton, Project Manager | |
| 1.13 State Agency Signature<br>Date: 6/1/20 | | 1.14 Name and Title of State Agency Signatory<br>Charles Arlinghaus, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: On: | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials RSK
Date 5-18-20

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 as indicated in block 1.17, 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. 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 affected 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. 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 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 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 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 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.



Contractor Initials RLC
Date 5-19-26

FORM NUMBER P-37 (version 12/11/2019)

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<br>Department of Administrative Services | | 1.2 State Agency Address<br>25 Capitol Street, Concord, NH 03301 | |
| 1.3 Contractor Name<br>Granite State Plumbing & Heating, LLC | | 1.4 Contractor Address<br>17 Oil Mill Road, Weare, NH 03281 | |
| 1.5 Contractor Phone Number<br>603-529-3322 | 1.6 Account Number<br>01-14-14-141510-2045-022 500248 | 1.7 Completion Date<br>August 31, 2020 | 1.8 Price Limitation<br>$113,604.00 |
| 1.9 Contracting Officer for State Agency<br>Sarah Lineberry, Administrator | | 1.10 State Agency Telephone Number<br>603 271-3936 | |
| 1.11 Contractor Signature<br>Date 5-18-20 | | 1.12 Name and Title of Contractor Signatory<br>Robert Knowlton, Project Manager | |
| 1.13 State Agency Signature<br>Date 6/1/20 | | 1.14 Name and Title of State Agency Signatory<br>Charles Arlinghaus, Commissioner | |

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: Takhmina Rakhmatova On: 6/2/2020

1.17 Approval by the Governor and Executive Council (if applicable)

G&C Item number: G&C Meeting Date:

SIGN HERE

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 cured, 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 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.

8.3. 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.

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) 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) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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 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.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor Initials RLK

Date 5-18-20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 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 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 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 ten (10) days prior to the expiration date of each insurance policy. 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 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



Contractor Initials RLK
Date 5-18-20

Exhibit A

Temporary Chiller Rental

1. PURPOSE/SCOPE:

The Contractor agrees to provide (1) 200 Ton Temporary Chiller Rental to the State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities, at the Rockingham County Superior Courthouse to provide cooling to the facility while awaiting the permanent chiller installation which is part of the Seacoast Performance Contract. The permanent chiller delivery and installation has been delayed due to the current COVID-19 Pandemic resulting in a longer necessary rental term for the temporary chiller as follows:

Contractor agrees to provide (1) 200 Ton Temporary Chiller Rental at the Rockingham County Superior Courthouse as fully described in Appendix A, **Proposal dated February 19, 2020** and a second **Proposal dated May 14, 2020.**

Initials: RCC
Date: 5/18/20

EXHIBIT B
CONTRACT PRICE/INVOICING/PAYMENT TERMS

1. **Contract Price.** The contractor shall receive payment in the amount of not to exceed $113,604.00. (herein after referred to as the contract price) in return for the services described in Exhibit A.

2. **Invoice.** Upon completion of the service, the Contractor shall submit an invoice to:

   State of New Hampshire
   Bureau of Court Facilities
   Attn: Sarah Lineberry
   25 Capitol Street, Room 115
   Concord, NH 03301

3. **Payment Terms.** Payment shall be due within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

Initials: RLK
Date: 5-14-20

**EXHIBIT C**
**SPECIAL PROVISIONS**

1. There are no other special provisions for this contract.

Initials: RLK
Date: 5-18-20

## APPENDICES

See attached Appendix A; Proposal dated February 19, 2020, and Proposal dated May 14, 2020, for Temporary Chiller Rental at the Rockingham County Courthouse.

Initials: RLK
Date: 5-26-20

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE PLUMBING & HEATING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 31, 2001. 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: 382434
Certificate Number : 0004916578

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2020.

William M. Gardner
Secretary of State

Appendix A

**Granite State Plumbing & Heating, LLC**
17 Oil Mill Road
Weare, New Hampshire 03281
Tel: 603.529.3322
Fax: 603.529.3323

COMFORT SYSTEMS USA.

February 19, 2020

Ms. Sarah Lineberry
State of New Hampshire
25 Capitol Street, Room 115
Concord, NH 03301

Re: Temporary Chiller Rental

Dear Ms. Lineberry

Hi Sarah,

We are pleased to submit the following proposal for (1) 200 Ton temporary chiller rental at Rockingham Courthouse as follows:

Set up and 1st Month Rental Period:

- Based on TRANE air-cooled CSCA0200F0. See attachment for performance data
- 1st Month rental cost
- Freight to-from job site
- Rigging and craning for set up
- Rigging and craning for removal
- Dunnage as required for leveling
- Factory start-up service
- Temporary power cord
- (2) Hoses and/or outdoor piping connections to building wall
- Removal of exterior piping and power connections

Our proposal for the above is $34,324.00 Terms: Net 30 Days

Clarifications and Exclusions:

- To secure monthly rental costs of $19,820.00, proposal must be within 30 calendar days
- Cost above based on rental period beginning April 1, 2019 ending June 30, 2020, 2019, month rental and availability at time of order
- Proposal assumes temporary through-wall connection points will be installed under separate contract
- Proposal assumes unit will be placed on ground adjacent exterior wall under boiler stacks, or otherwise situated within 40 feet of above referenced connection points.
- Trailer will not remain on-site
- Rental period begins when chiller leaves TRANE Facility. Rental ends when unit is returned to TRANE Facility
- Proposal assumes existing building pumps to be adequate for the flow required. No rental pumps are included
- Piping and/or hose will not be insulated
- Customer responsibility includes following all maintenance procedures as outlined in TRANE Installation and Operation Manuals, e.g. condenser cleaning, freeze protection for the duration of the rental period. Operation Manual will be provided at time of delivery
- Site restoration costs, e.g. pavement or landscaping are not included

Subsequent Monthly Rental:

$19,820.00 per month. Terms: Net 30 Days

Combined Value:

| | |
|---|---|
| 1st Month | $34,324.00 |
| 2 Months @ $19,820.00 | $39,640.00 |
| Total Value of this Proposal Not to Exceed : | $73,964.00 |

Thank you for this opportunity to be of service. We appreciate your business and your trust in GSPH, LLC.

Proposal Accepted By _____ Date_____

Sincerely,

Bob Knowlton
Special Projects Manager
Granite State Plumbing & Heating, LLC
17 Oil Mill Road
Weare, NH 03281
Tel. (603) 529-3322
Fax (603) 529-3323
Cell (603) 234-4257

COMFORT SYSTEMS USA.
Quality People. Building Solutions.

**Granite State Plumbing & Heating, LLC**
17 Oil Mill Road
Weare, New Hampshire 03281
Tel: 603.529.3322
Fax: 603.529.3323

COMFORT SYSTEMS USA.

May 14, 2020

Ms. Sarah Lineberry
State of New Hampshire
25 Capitol Street, Room 115
Concord, NH 03301

Re: Temporary Chiller Rental

Dear Ms. Lineberry

We are pleased to submit the following proposal for (1) 200 Ton temporary chiller rental on site at Rockingham Courthouse as follows:

Monthly rental costs of $19,820.00

- Cost above based on rental period beginning July 1st, 2020, ending August 31, 2020.
- Rental ends when unit is returned to TRANE Facility
- Customer responsibility includes following all maintenance procedures as outlined in TRANE Installation and Operation Manuals, e.g. condenser cleaning, freeze protection for the duration of the rental period. Operation Manual will be provided at time of delivery.

Subsequent Monthly Rental, if Needed:

$19,820.00 per month. Terms: Net 30 Days

Combined;

| | |
|---|---|
| July Rental: | $19,820.00 |
| August Rental | $19,820.00 |
| Total Value of this Proposal Not to Exceed : | $39,640.00 |

Thank you for this opportunity to be of service. We appreciate your business and your trust in GSPH, LLC.

Proposal Accepted By _____ Date_____

Sincerely,

Bob Knowlton
Special Projects Manager
Granite State Plumbing & Heating, LLC
17 Oil Mill Road
Weare, NH 03281
Tel. (603) 529-3322
Fax (603) 529-3323

Cell (603) 234-4257

COMFORT SYSTEMS USA.

*Quality People. Building Solutions.*

COMMERCIAL ♦ INDUSTRIAL ♦ DESIGN / BUILD

**Granite State Plumbing & Heating, LLC**
17 Oil Mill Road
Weare, New Hampshire 03281
Main Office: 603.529.3322
Service Phone: 603.529.3331
Service Fax: 603.529.4888

COMFORT SYSTEMS USA

Certificate of Authority

Be it known on the 28th day of February 2020, Melissa Burke, Officer of Granite State Plumbing & Heating, LLC granted authority to Robert Knowlton to sign all contracts on behalf of the company with the State of New Hampshire in regards to the temporary chiller placement at Rockingham County Courthouse in Brentwood, NH.

| Melissa Burke | controller/officer | 2/19/20 |
|---|---|---|
| Melissa Burke | Title | Date |

County: Hillsborough State: New Hampshire

Notary Public/ Justice of the Peace

On the 19 th day of February, there appeared before me the state and county foresaid a person who satisfactorily identified himself/herself as:

Melissa Burke and acknowledged that he/she executed this document above.

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

Notary Public / Justice of the Peace

My Commission expires: JENNIFER L. LeBLANC
Notary Public - New Hampshire
My Commission Expires April 19, 2022

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2020

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
USI Southwest
9811 Katy Freeway, Suite 500
Houston TX 77024

CONTACT NAME: Dallon Goetzinger
PHONE (A/C, No, Ext): 713-490-4600 FAX (A/C, No):
E-MAIL ADDRESS: comfort.systems@usi.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Catlin Specialty Insurance Company | 15989 |
| INSURER B: Zurich American Insurance Company of IL | 27855 |
| INSURER C: National Union Fire Ins Pittsburgh, PA | 19445 |
| INSURER D: Allied World Assurance Company, Ltd. | 19489 |
| INSURER E: New Hampshire Insurance Company | 23841 |
| INSURER F: AIU Insurance Company | 19399 |

INSURED
Granite State Plumbing & Heating LLC
17 Oil Mill Road
Weare, NH 03281

COMFOSYS

COVERAGES — CERTIFICATE NUMBER: 2043336830 — 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 | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab<br>X XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | GL8862455 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 7,500,000<br>$ 7,500,000<br>$ 10,000<br>$ 7,500,000<br>$ 15,000,000<br>$ 15,000,000<br>$ |
| C<br>C<br>C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | Y | Y | CA5320313<br>CA5320314<br>CA5320315 | 11/1/2019<br>11/1/2019<br>11/1/2019 | 11/1/2020<br>11/1/2020<br>11/1/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 7,500,000<br>$<br>$<br>$<br>$ |
| D | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | Y | Y | 03120751 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| E<br>E<br>F<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC017515953<br>WC020608512<br>WC020608513<br>WC017515954 | 11/1/2019<br>11/1/2019<br>11/1/2019<br>11/1/2019 | 11/1/2020<br>11/1/2020<br>11/1/2020<br>11/1/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 7,000,000<br>$ 7,000,000<br>$ 7,000,000 |
| B<br>A | Installation/Builders Risk<br>Professional/Pollution | | | CPP017374606<br>CEO744642002 | 11/1/2019<br>11/1/2019 | 11/1/2020<br>11/1/2020 | 7,500,000/5,000,000<br>10,000,000 | Per Claim/Agg |

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

Job Name: Rockingham County Temp Chiller Project
Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation and Professional policies) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non- Contributory as required by written contract. No policy will permit cancellation or modification without thirty (30) days prior written notice to the Certificate Holder. Umbrella is Follow Form.

WC020608514 Effective 11/01/2019-11/01/2020
American Home Assurance Company NAICS 19380
See Attached...

CERTIFICATE HOLDER

NH Department of Administrative Services
25 Capitol Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: COMFOSYS

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| USI Southwest | Granite State Plumbing & Heating LLC<br>17 Oil Mill Road<br>Weare, NH 03281 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CA
Per Statute
E.L. Each Accident $7,000,000
E.L. Disease Ea Employee $7,000,000
E.L. Disease Policy Limit $7,000,000

WC020608515 Effective 11/01/2019-11/01/2020
Illinois National Insurance Co. NAICS 23817
FL
Per Statute
E.L. Each Accident $7,000,000
E.L. Disease Ea Employee $7,000,000
E.L. Disease Policy Limit $7,000,000

WC020608563 Effective 11/01/2019-11/01/2020
The Insurance Company of the State of Pennsylvania NAICS 19429
CO
Per Statute
E.L. Each Accident $7,000,000
E.L. Disease Ea Employee $7,000,000
E.L. Disease Policy Limit $7,000,000

NH Department of Administrative Services is included as Additional Insured (except as respects coverage afforded by the Workers Compensation policy) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non-Contributory as required by written contract.



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