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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
 25 Capitol Street – Room 120
 Concord, New Hampshire 03301

LINDA M. HODGDON
 Commissioner
 (603) 271-3201

JOSEPH B. BOUCHARD
 Assistant Commissioner
 (603) 271-3204

October 17, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Facilities and Assets Management to enter into a **sole source** agreement with Control Technologies, Inc., 70 Zachary Road, Manchester, New Hampshire 03109 (Vendor #160482), for the completion of the Digital Distributed Controls for the Dolloff Building located at 117 Pleasant Street, Concord in the amount of \$7,720.00 effective upon Governor and Council approval and to end November 30, 2012. Funds are available in the following account. **100% Other State Agency Funds.**

01-14-14-141510-20420000 DEPT. OF ADMINISTRATIVE SERVICES, DAS: BUREAU OF PLANT/PROPERTY/FACILITIES – ASSETS MANAGER

Fiscal Year	Class/Object Class Title	Amount
SFY 2013	048-500226 Contract Repairs: Buildings & Grounds	\$7,720.00

EXPLANATION

This is a sole source agreement because all the controls for the new heating system in the Dolloff Building were provided by Control Technologies and Control Technologies is the only licensed company in the State of New Hampshire certified to do the programming of the Invensys Controls that manage and operate the heating system. The Department of Administrative Services supports the Department of Health and Human Services' State Office, which owns the Dolloff Building. The controls system (an electronic system) is defined by the items that serve to control the mechanical equipment, typically sensors, staging relays, valve operators, thermostats, and numerous other controls. The digital thermal controls systems are state-of-the-art and require specialized training and experience for their operations and maintenance.

The scope of work is to provide remaining control wiring necessary to complete the original project; provide control checkout (commissioning) to complete original project;

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
September 25, 2012
Page 2

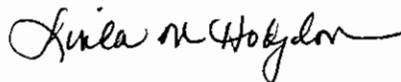
provide control as-builts; and provide user training. The scope of work is based on normal working hours, all control valves that are needed to be provided and installed for this project and the remobilization of this project once all stem valves have been provided and installed by others.

Approval of this agreement will allow the Department to provide a balanced heating system and a comfortable working environment in a facility that provides safety and security for both clients and staff of the Department of Health and Human Services and also other State Agencies.

This agreement serves for the Department of Health and Human Services' Dolloff Building located at 117 Pleasant Street on Governor Hugh J. Gallen State Office Park property.

Funding for this request is 100% Other State Agency funds.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", written in a cursive style.

Linda M. Hodgdon
Commissioner

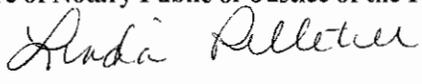
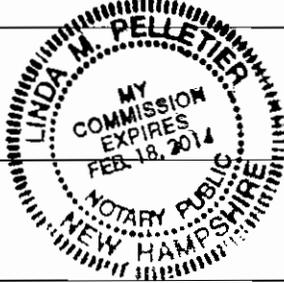
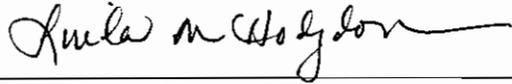
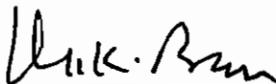
Subject: Provide for the completion of the Digital Distributed Controls for the Dolloff Building located 117 Pleasant Street, Concord, New Hampshire

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 Administrative Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Control Technologies, Inc.		1.4 Contractor Address 70 Zachary Road Manchester, NH 03109	
1.5 Contractor Phone Number (603) 626-6070	1.6 Account Number 010-014-1415-048	1.7 Completion Date November 30, 2012	1.8 Price Limitation Not to exceed \$7,720.00
1.9 Contracting Officer for State Agency David S. Clapp		1.10 State Agency Telephone Number (603) 271-9501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Barry Bolduc, Sales Executive	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>1/28/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Linda Pelletier Notary Off Mgr			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>DEC 22, 2012</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 9/23/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Administrative Services

STANDARD EXHIBIT A

DATE: September 25, 2012

CONTRACT PERIOD: Effective upon Governor and Executive Council approval through November 30, 2012

CONTRACTOR:

NAME: Control Technologies Inc.

ADDRESS: 70 Zachary Road
Manchester, NH 03109

TELEPHONE: (603) 626-6070

FAX:

EMAIL:

SALES EXECUTIVE: Barry Bolduc

Initials: 
Date: 9/28/12

**SCOPE OF SERVICES
DOLLOFF BUILDING**

Digital Distributed Control Installation

1. The contractor shall provide the following services for the facility listed:

Facilities in this contract include:

The Dolloff Building located at 117 Pleasant Street, Concord, New Hampshire.

2. The services as listed above shall include providing all supervision, labor, materials, tools, equipment, and transportation necessary for the successful completion of the work in the areas as described herein.

3. The Contractor shall complete all the work and furnish all labor, materials, tools, equipment, and safety devices necessary to perform in the manner and within the time specified. They shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price agreed upon and fixed in Exhibit B of this contract. The price is fixed for providing all services necessary to complete the Digital Distributed Controls. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with, the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work under the terms of the contract.

4. The Contractor shall conduct their work so as not to interfere with State business. They shall, at their own expense, whenever necessary or required, furnish safety devices and equipment and take such other precautions as may be necessary to protect life and property.

5. The Contractor shall assume all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue orders. The Contractor shall bear all losses resulting to them or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done different from what was estimated or expected, or account of the weather, elements, or other causes.

6. The Contractor agrees that any injury or damage to buildings, materials, equipment, or to other property during the performance of this service will be repaired at their own expense immediately upon the request of the Department and to the satisfaction of the Department. Failure to remedy timely or to the Department's satisfaction shall be deemed as a breach of contract and, as such, the Department shall have the right to terminate said contract or deduct costs of repairs/replacement from contractor's invoice(s).

Initials: BB
Date: 9/28/12

7. The Contractor shall furnish all necessary tools and equipment and be in ownership of including but not limited to: all tools and equipment as necessary suitable for Digital Distributed Controls, together with the necessary technicians for same. The Contractor shall not store any materials and equipment at the facilities included in this contract unless specifically agreed to in writing by the parties.

8. The Contractor shall employ only competent people, qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed on State property without the consent of the State.

9. Digital Distributed Controls:

Includes the work involved to provide remaining control wiring necessary to complete the original project; provide control checkout (commissioning) to complete original project; provide control as-builts; and provide user training. The scope of work is based on normal working hours, all control valves that are needed to be provided and installed for this project and the remobilization of this project once all stem valves have been provided and installed by others.

10. Normal hours of operation of the Department of Administrative Services' facilities are twenty-four hours a day, seven days a week. The Contractor should be aware that there might be vehicular or pedestrian traffic in the area at any time.

11. The State reserves the right to hire or use equipment and personnel other than from the Contractor if the Contractor does not provide the services as required. When such equipment and/or personnel other than the Contractor's is employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.

12. The Contractor shall be required to supply the State with the name and telephone number of the Contractor's representatives.

13. The term of this CONTRACT shall commence upon Governor and Executive Council approval and end no later than November 30, 2012 unless earlier terminated by the Department as provided hereunder.

14. The Department may terminate this CONTRACT for any reason upon serving thirty (30) days prior written notice to the Contractor.

Initials: (SD)
Date: 9/28/12

EXHIBIT B

PRICE LIMITATIONS

The CONTRACTOR shall provide the aforementioned Digital Distributed Controls for a fee not to exceed \$7,720.00. Payment shall be subject to the CONTRACTOR'S compliance with the terms and conditions of this contract.

The CONTRACTOR shall send invoices, in triplicate, for services performed to:

State of New Hampshire Department of Administrative Services
Bureau of Facilities and Assets Management
129 Pleasant Street
Concord, New Hampshire 03301-3857

In no event, shall the total payment made by the STATE to the CONTRACTOR under the terms of this agreement exceed \$7,720.00 (SEVEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS).

Initials: BB
Date: 9/23/12

NH Department of Administrative Services
(BFAM)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.
2. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.
3. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.
4. **Invoices:** The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

5. **Insurance.** Paragraph 14 of the P-37 (contract) is being modified to reflect \$1,000,000.00 in Commercial General Liability each occurrence, and no less than \$1,000,000.00 in excess/umbrella liability each occurrence.

Initials: BB
Date: 9/23/12

CONTROL TECHNOLOGIES, INC.

Certificate of Vote

I, Linda Pelletier, hereby certify that I am duly elected Assistant Secretary of Control Technologies, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on September 26, 2012 at which a quorum of the Board was present and voting.

VOTED:

To authorize Barry Bolduc, Sales Executive, on behalf of Control Technologies, Inc. to enter into contract with the State of New Hampshire and further authorize said officer to execute any documents, which may in their judgment be desirable or necessary to meet the requirements of the contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 26, 2012, and that Barry Bolduc is the duly elected Sales Executive, respectively, of this corporation.

Attest:

Date: September 26, 2012



Assistant Secretary

Seal:

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 CONTROL TECHNOLOGIES, INCORPORATED doing business in New Hampshire as CONTROL TECHNOLOGIES A REPRESENTATIVE OF SIEBE, a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on October 20, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of October, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2012

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Rhonda Noble PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: rnoble@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Control Technologies, Inc. CT Energy Management Systems 121 Park Ave, Ste 10 Williston VT 05495	INSURER A: Travelers Prop Cas Co of Amer	
	INSURER B: Travelers Indemnity Co	
	INSURER C: Farmington Casualty Co.	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 New Cert **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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			630-0729R918 \$20,000,000 PER PROJECT AGGREGATE W/PRIMARY AND NON CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-1A707324	6/15/2012	6/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0729R918	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	N/A	HFUB0729R91811 3A STATES: NH,VT,MA,ME,NY CT, NJ & CA	06/15/2012	06/15/2013	WC STATUTORY LIMITS 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
A	INSTALLATION FLOATER LSD/RENTED EQUIP.			630-0729R918 630-0729R918	6/15/2012 06/15/2012	6/15/2013 06/15/2013	\$300,000 LIMIT \$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Work at the Dolloff Building, 117 Pleasant St, Concord, NH. The State of NH is included as an additional insured as respects to general liability coverage when required by written contract with the named insured.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services Attn: Leon Smith, Administrator 129 Pleasant Street 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 Rhonda Noble/RLN
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