



# State of New Hampshire

RL  
13

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

November 9, 2012

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

### REQUESTED ACTION

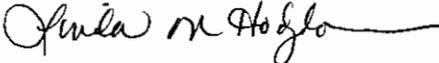
Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **Sole Source** contract with Merrimack Valley Corp – Merrimack Sheet Metal (Vendor Code No. 161812) 15 Aegean Drive, Unit 3, Methuen, MA. This ten (10) month agreement shall not exceed \$23,155.66 and will provide a total maintenance and repair program for the cooling tower and chiller at the Hillsborough County Superior Court North facility at 300 Chestnut Street, Manchester, N.H. This agreement will commence in December upon Governor & Executive Council approval and will expire September 30, 2013. **100% Transfer Funds – transfer from AOC.**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon 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.

<u>Maintenance:</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>Total</u>
048-500226 Contract Repairs;Bldg. Grounds	\$14,735.42	\$ 6,315.18	\$21,050.60
 <u>Repairs:</u>			
048-500226 Contract Repairs;Bldg. Grounds	<u>\$ 1,473.54</u>	<u>\$ 631.52</u>	<u>\$ 2,105.06</u>
	\$16,208.93	\$6,947.70	\$23,155.66

### EXPLANATION

The **sole source** contract is necessary to protect the warranty coverage and eliminates the possibility of using an outside contractor which could jeopardize future warranties. Approval of the attached ten (10) month agreement will provide a total maintenance and repair program for the cooling tower and chiller at Hillsborough County Superior Court North. Merrimack Valley Corporation was the original installer of this equipment as part of a capital renovation project of the courthouse completed in the fall of 2011. At present, the State is pursuing extended warranties on this equipment. By using Merrimack Valley Corporation to provide the maintenance and repair on the cooling tower and chiller, the company will honor warranty coverage on both these items while the State seeks final resolutions on the extended warranty issues.

Respectfully submitted,  
  
Linda M. Hodgdon  
Commissioner

Subject: Contract for Cooling Tower and Chiller-Maintenance and Repair Services

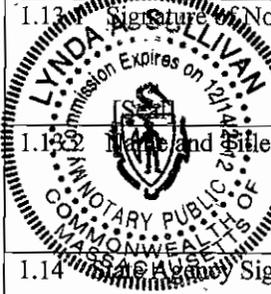
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Administrative Services, Bureau of Court Facilities		1.2 State Agency Address State House Annex, Room 420 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name <b>Merrimack Valley Corporation</b>		1.4 Vendor Address <b>15 Aegean Drive, Unit 3 Methuen, MA 01844</b>	
1.5 Vendor Phone Number (978) 689-0224	1.6 Account Number See Appendix B	1.7 Completion Date September 30, 2013	1.8 Price Limitation Contract Price: \$21,050.60 Contingency Price: \$ 2,105.06 Total Contract Price \$23,155.66
1.9 Contract(s)ing Officer for State Agency Sarah Lineberry, Program Specialist		1.10 State Agency Telephone Number (603) 271-3936	
1.11 Vendor Signature <i>William S. Corso</i>		1.12 Name and Title of Vendor Signatory <i>William S. Corso Vice President</i>	
1.13 Acknowledgement: State of _____, County of _____ On <i>Nov. 8, 2012</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13 Signature of Notary Public or Justice of the Peace <i>Lynda A. Sullivan</i>			
1.13 Name and Title of Notary or Justice of the Peace <i>Lynda A. Sullivan Office Manager</i>			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary Heath</i> On: <i>11-20-12</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subVendor 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 Contract(s)ing 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 Contract(s)ing Officer's decision shall be final for the State.

Contractor's Initials W.S.C  
Date 11/8/12

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

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor 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 Vendor notice of termination;
- 8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
- 8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S)S.** The Vendor 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 subcontract(s)ed by the Vendor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subVendor 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.

Contractor's Initials W.S.C  
Date 11/8/12

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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.

Contractor's Initials W.S.C  
Date 11/8/12

EXHIBIT A

**SCOPE OF SERVICES  
BUREAU OF COURT FACILITIES**

**A. PURPOSE/SCOPE OF SERVICES:**

1. The Contractor shall provide the Bureau of Court Facilities with a “**total maintenance and repair program**” which includes the water treatment, shutdown and startup of the cooling tower and chiller including a maintenance program for the chiller with monthly visits. The shutdown of the cooling tower and chiller shall commence on either December 6th or 7<sup>th</sup>, 2012 or shortly thereafter. Startup of the above systems to commence on March 1, 2013 (see attached equipment list, Appendix A, for the types of equipment to be covered) owned by the State of New Hampshire at the following location:

Hillsborough County Superior Court North      300 Chestnut Street      Manchester, N.H.

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

2. The contract period shall commence upon the Governor and Executive Council approval on December 5, 2012 and expire thereafter on September 30, 2013.

3. The term “total maintenance program” as cited above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement and manufacturers are listed and attached as part of this contract in Appendix A.

4. The term “total maintenance program” as used above shall mean servicing, repairing, lubricating and/or replacing chiller and cooling tower system components and associated devices as necessary, as well as providing all necessary fluid. The State of New Hampshire to provide any required refrigerant. Mechanical system associated devices, shall include the cooling tower, supply and return fans and motors, radiation convectors, chilled water and condenser water pumps, automatic controls, dampers, valves, all electrical components including coils and contactors (from the load side of the respective disconnect switches), automatic and manual valves, gauges, strainers, chilled water loop (to the main supply and return shutoff valves only), condenser water and refrigerant loops and all other devices associated with the chilled water and condenser water systems. Shells, tubes, and actual vessels are excluded from this agreement.

5. The Contractor shall clean all condenser tubes in order to remove all scale and sludge. The Contractor shall use either chemical or mechanical means to accomplish the above, but if chemical means are used the Administrator, Bureau of Court Facilities must be notified so that he/she may inspect and approve the cleaning. The Contractor shall be responsible to clean evaporator tubes if required to maintain the chiller in proper operating condition.

6. The Contractor will provide a full diagnostic check of the electromagnetic bearing to determine the extent of damage from the hard stops, the number of hard stops, and the expected life of the bearing itself.

7. In addition to the services described herein, the Contractor shall maintain the chiller and make monthly visits from April through September 2013, as required to maintain it in proper operating condition by providing, at a minimum the following services:

- Check unit thoroughly for refrigerant leaks and proper amount of refrigerant; add refrigerant as required (Contractor shall be responsible for the removal and disposal of used refrigerant),
- Drain VFD Coolant and Replace with new coolant.

Contractor's Initials W.S.C  
Date 11/9/12

- Conduct a Vibration Analysis.
- Check and calibrate safety and operating controls,
- Check and tighten all electrical terminals and terminations, check contacts for wear and replace and or repair all defective electrical components,
- Check oil level in compressors and add as required,
- Check crankcase heaters,
- Check internal interlocks, flow switches and any associated pumps and fans,
- Check oil samples for acid and change oil when so indicated by analysis.
- Any other maintenance or component replacement or repair necessary to maintain the chiller in accordance with manufacturers' specifications is included in this agreement. **Any associated costs for crane or hoist usage shall be included as part of this contract.**

8. In addition to the services described herein, the Contractor shall clean and check the cooling tower as required to maintain it in proper operating condition. At a minimum, the services shall consist of the following:

- Draining, flushing and cleaning tower,
- Cleaning and painting rusted areas,
- Checking and cleaning or replacing nozzles,
- Checking float valves and repairing or replacing if necessary,
- Inspecting and lubricating all bearings,
- Checking fans for balance and repairing or replacing if necessary,
- Cleaning fan blades,
- Checking and tightening all electrical terminations. Checking contacts for wear, repairing and or replacing defective electrical components and checking motor current against nameplate.
- Any other maintenance or component replacement or repair necessary to maintain the cooling tower in accordance with manufacturer's specifications is included in this agreement.

9. In addition to the services described herein, the Contractor shall maintain all condenser water, chilled water, circulator pumps as required to maintain them in proper operating condition by providing, at a minimum, the following services:

- Cleaning and painting of pump housings when required,
- Inspect electrical connections and contactors,

Contractor's Initials W.J.C  
Date 11/5/12

- Check couplings for alignment and wear and realign or replace when necessary,
- Lubrication of all bearings,
- Check packing and adjust or replace if necessary,
- Clean strainers,
- Check impeller and wearing rings and replace if necessary,
- Check for bearing wear and replace if needed,
- Check and replace gaskets when needed,
- Tighten all nuts and bolts, check and tighten all electrical terminations, check contacts for wear, repair and or replace defective electrical components, check motor current against nameplate and check motor mounts and vibrator pads.
- Any other maintenance or component replacement necessary to maintain the condenser water, chilled water, and circulator pumps in accordance with manufacturer's specifications.

10. In addition to annual shut down and start up and any emergency service required, the contractor shall make monthly inspections during the months of April through September 2013 of the chilled water system. During these monthly visits, they shall completely inspect the equipment and perform any required maintenance pursuant to the manufacturers' recommendation.

11. The Contractor shall retain the services of a competent independent water treatment company to provide complete water treatment of the cooling tower and chiller systems. The Contractor shall test and provide treatment for the chilled water systems on a monthly basis from April through September 2013. Monthly water treatment reports from the Subcontractor shall be submitted and directed to the Administrator, Bureau of Court Facilities and should include pursuant to the manufacturer's specifications, services to the cooling tower and chiller:

#### Cooling Tower Services

- Provide Inhibitor the month before shut down for passivation
- Provide Inhibitor for the month at start up for passivation
- Provide regular Dip Slides for bacteria monitoring.
- Provide electronic service reports.

#### Closed Loop Services

- Provided Inhibitor for the chill and hot loop.
- Provide quarterly testing of closed loop.

**\*Contractor to provide pump for inhibitor**

Monthly water tests to include:

- PH
- Dissolved solids
- Alkalinity
- Level of Nitrates

Contractor's Initials W.S.C  
Date 11/8/12

12. The Contractor shall, in performing the services as described herein utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).

13. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three hours from any overtime payment.

14. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Bureau of Court Facilities or his/her designated representative.

15. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the signature thereon from the Administrator, Bureau of Court Facilities or his/her designated representative.

16. The Contractor shall present one copy of a Final Report of work done for the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Administrator, Bureau of Court Facilities, on or before November 30, 2013 for the period covering December 5, 2012- September 30, 2013.

17. The Administrator, Bureau of Court Facilities shall:

- a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two working days of receiving a request for information from the Contractor.
- b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the contractor's work.

18. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.

Contractor's Initials W.S.C  
Date 11/8/12



Monday thru Friday 4:31 P.M. to 7:59 A.M.

Journeyman Mechanic \$ 118.50 per hour/per person

Saturday Work:

Journeyman Mechanic \$ 118.50 per hour/per person

Sunday Work:

Journeyman Mechanic \$ 118.50 per hour/per person

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

6. The State shall not reimburse the Contractor for travel time or mileage.

Contractor's Initials W.S.C  
Date 11/8/12

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

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

Contractor's Initials W.S.C  
Date 11/8/12

**APPENDIX A**  
**EQUIPMENT LIST**

<b>Manufacturer</b>	<b>Description</b>	<b>Quantity</b>
TACO	KV- Vertical In-Line Circulator Pump - Operating Pressure 175 PSIG	2
TACO	Base Mounted Pump Type F1/FE	2
Dolphin Water Care	Dolphin Series 3000	1
J.L. Wingert Co.	Bypass, Filter and Bromine Feeder - Flow Rate 1 Gallon/minute	1
York	Chiller - Model YMC2 Chiller	1
B.A.C	Cooling Tower - BAC Series 3000 Crossflow Cooling Tower	1

Contractor's Initials W.S.C  
Date 11/9/12

**APPENDIX B**

**SECTION 1.6 ACCOUNT NUMBERS**

<b><u>AGENCY:</u></b>	<b><u>FY13</u></b>	<b><u>FY14</u></b>
<b>BUREAU OF COURT FACILITIES</b>		
Facilities: 048-2045-0000-500226	\$14,735.42	\$6,315.18
Contingencies: 048-2045-0000-500226	\$ 1,473.54	\$ 631.52

ACTION BY CONSENT OF STOCKHOLDER  
OF  
MERRIMACK VALLEY CORP.

Leonard J. Thomas, Jr., being the President and Treasurer of Merrimack Valley Corp., hereby certifies this date, the Directors of Merrimack Valley Corp. unanimously voted as follows:

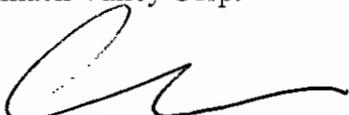
VOTED

William S. Corso, Vice President for Merrimack Valley Corp. installation contract with the State of New Hampshire project entitled Hillsborough Court House at 300 Chestnut Street, Manchester, New Hampshire (Contract for Cooling Tower and Chilling Maintenance) is authorized to execute change orders requested by agents of the State of New Hampshire as the same relate to

IN WITNESS WHEREOF, this Vote has been executed and sealed this 8<sup>th</sup> day of November 2012.

Merrimack Valley Corp.

Certified and attested to:

By   
\_\_\_\_\_  
Leonard J. Thomas, Jr.,  
President and Treasurer

# 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 Merrimack Valley, Corp. doing business in New Hampshire as Merrimack Valley / Climate Design, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 15, 2010. 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 9<sup>th</sup> day of November, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

