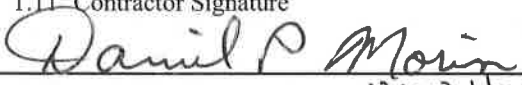



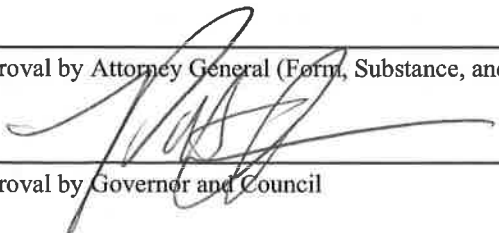


Subject: Maintenance and service for heating and air conditioning systems and associated devices**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATIONS.**

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name Eckhardt & Johnson, Inc.		1.4 Contractor Address 896 Goffs Falls Rd., Manchester NH 03103	
1.5 Contractor Phone Number (603) 622-7493	1.6 Account Number 02-77-77-771512-1030-024-500225	1.7 Completion Date April 30, 2016	1.8 Price Limitation \$142,500.00
1.9 Contracting Officer for State Agency Andrew Davis, Real Estate and Leasing		1.10 State Agency Telephone Number 603-230-7039	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory Daniel P. Morin, Vice President	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On, <u>April 17, 2013</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 Public or Justice of the Peace BETTY J. STEVENS, Notary Public My Commission Expires November 30, 2016			
1.14 State Agency Signature  		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By:  On: <u>4/24/13</u>			
1.18 Approval by Governor and 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 payment 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, regulation and guidelines as the State 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 persons, 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 DPM
Date 4.17.2013

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 Defaults; 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/PRESEVATION.

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 and 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 \$250,00 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 Initials DPM
Date 8-17-2013

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 the 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 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 modified of the policy.

15. WORKER'S 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 herof 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 pther 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 be 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 Initials DPM
Date 4-17-2013

EXHIBIT A – PART ONE

REQUIREMENTS

1. SCOPE OF SERVICES:

The State of New Hampshire Liquor Commission “(NHLC)” proposes to enter into an agreement with Eckhardt & Johnson (“Contractor”) to provide maintenance and service for the heating and air conditioning systems and associated devices at various retail store locations throughout New Hampshire.

Services shall be accomplished in accordance with the specifications described herein, and in NHLC RFB #2013-12. Locations are listed in Exhibit A – Part Two, the listing of stores provided within is subject to change, if at any time a store is closed, opened, or relocated, they shall be considered part of this contract.

Note: Modifications and/or new replacement equipment added during the term of the contract is also the responsibility of the Vendor.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES DESCRIBED HEREIN.

2. PROJECT DELIVERABLES:

The NHLC’s deliverables for the future engagements shall consist of the following:

- 2.1. The contractor shall provide preventative maintenance once every spring and fall as detailed in Exhibit A – Part Five. The Contractor shall schedule the preventative maintenance two weeks prior to performing the service; air conditioning preventative maintenance will be scheduled in the spring and heating preventative maintenance in the fall.
- 2.2. Spring preventative maintenance shall consist of the requirements listed in Exhibit A.
- 2.3. Fall preventative maintenance shall consist of the requirements listed in Exhibit A.
- 2.4. All work completed at Store #3- Manchester, located within Manchester/Boston Regional Airport will require coordination with a member of our Maintenance Department, as the store is located within the secure/concourse area of the airport. All persons must go through airport security to access the store area and all tools must also go through the screening process.
- 2.5. Preventative maintenance is expected to be billed at a fixed rate per store for fall and spring preventative maintenance on Exhibit B – Part One, any service required above and beyond normal manufacturer preventative maintenance will require an estimate to be approved by the maintenance engineer before any work is performed. Any work performed above preventative maintenance must be billed on a separate invoice.
- 2.6. Major repair service will require an estimate for work to be provided at no charge to the NHSLC. In addition, the State reserves the right to get a second estimate for major repairs.

EXHIBIT A – PART ONE
REQUIREMENTS

- 2.7. Response Time:
- a. All emergency situations shall have an immediate response time.
 - b. All planned repairs/enhancements must have a minimum response time of one (1) week.
- 2.8. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as coils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.
- 2.9. The Contractor will be responsible for presenting a report by store on the condition of all equipment as well as recommendations for future repairs. This report must be sent to the Liquor Commission representative, John Tower, no later than the first Friday of January each year.
- 2.10. A separate work order must be made on each unit and sent in with the invoice for payment. The Liquor Commission representative is the contact person and the only one that can request services except for an emergency repair call.
- 2.11. Caution to Offerors: The heating and air conditioning maintenance and services called for by this solicitation are highly critical to the needs of the Liquor Commission. All contractual requirements will be strictly enforced. Any contractor receiving an award here under will be held fully responsible for proper performance of contract requirements. It is expected that an initial extra effort on the part of the contractor and its personnel will be provided to create and maintain a condition of excellence.
- 2.12. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
- 2.13. The Contractor shall take 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. He shall in no way be relieved of his 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 such orders. The Contractor shall bear all losses resulting to him or to the Owner 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 is different from what was estimated or expected, or account of the weather, elements or other causes.
- 2.14. The State reserves the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within three (3) hours of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.

EXHIBIT A – PART ONE
REQUIREMENTS

- 2.15. The Contractor will at the discovery of defective equipment subject to warranty, stop any service in progress on the equipment and document the condition. At such time the Contractor must contact the store manager and the State of New Hampshire Liquor Commission concerning the defective equipment. Warranty claims for such defective equipment shall be initiated from the State of New Hampshire Liquor Commission to the manufacturer of the product. The Contractor will provide assistance and information as needed to aid with any warranty claims.
- 2.16. **Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).** 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 contracting officer's signature thereon.
- 2.17. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform work in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. 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 any directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.
- 2.18. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 2.19. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 2.20. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 2.21. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 2.22. Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 2.23. Other Hours: Other hours will be considered overtime, holidays, and weekends.

EXHIBIT A – PART ONE
REQUIREMENTS

2.24. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC.

Subcontracting is only permitted with prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.

2.25. **The NHLC may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.**

2.26. The Contractor must provide employee picture identification badges identifying the company name and each employee servicing the NHLC account. All contract employees, while servicing the NHLC, shall wear the identification badge.

2.27. The Contractor shall maintain or have readily available spare parts and properly trained personnel to support the equipment throughout the duration of the contract. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.

2.28. All repair services other than preventative maintenance shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

EXHIBIT A – PART ONE
REQUIREMENTS

PREVENTATIVE MAINTENANCE REQUIREMENTS

Operational Inspection
Automatic Temperature Controls

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Air Compressor

Drain tank and check traps.

Check belt, sheaves, filter, and change as required.

Change suction filter as required.

Analyze motor operating conditions and lubricate.

Check PE switch, starter and alternator.

Record compressor run time.

Refrigerated Air Dryer

Check refrigerant pressure and record.

Record refrigerant temperature.

Brush condenser and cover grills as required.

Operate drain trap and bypass valves.

Report controls condition and repair requirements.

NOTE: *The preceding inspection task will be completed when operating conditions permit.*

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Inspection and Calibration Automatic Temperature Controls

NOTE: *The Comprehensive Inspection and Calibration may be performed in more than one season, due to climatic conditions, winter shutdown, spring startup, etc. This will ensure proper equipment operating efficiency as well as appropriateness and timeliness of the procedures.*

Report in with Customer Representative

Record and report abnormal conditions, measurements taken, etc.

Air Compressor

Drain tank and check traps.

Change oil and check oil pressure.

Check belt and sheaves; change as required.

Change suction filter as required.

Inspect unloader and check valve.

Inspect high pressure safety valve.

Analyze motor operating conditions and lubricate.

Check PE switch, starter and alternator.

Record compressor run time.

Record oil carryover rate. *

Refrigerated Air Dryer

Check refrigerant pressure and record.

Record refrigerant temperature.

Brush condenser and cover grills as required.

Operate drain trap and bypass valve.

Filter and Pressure Reducing Station

Inspect coalescent filters (change as required).

Inspect charcoal filter (change as required).

Record pressure reducing valve settings, adjust as required.

Record oil carryover rate. *

Boiler, Chiller, Convertor, Pumps and Zone Control

Check and calibrate all controllers.

Calibrate all transmitters and set receiver gages as required.

**where applicable*

Fan Systems and HVAC Unit Controls

Review sequence of operation.

Check operation of all dampers.

Check pilot positioners.

Check all control valves.

Calibrate all controllers as required.

Calibrate all transmitters and set receivers gages as required.

Check all solenoid air valves, PE switches and air valves for proper operation.

Check auxiliary control devices.

Room-Terminal Unit Controls

Check all room stats and calibrate as required.

Check all control valves and report condition.

Check operation of unit coil steam traps.

Check operation of all dampers.

Check all PE switches, solenoid air valves, and limit controls.

Check operation of auxiliary devices.

Terminal Units

Boxes--Mixing and Variable Air Volume(w/o Fan)

Inspect box for ductwork connection.

Lubricate and adjust dampers and linkage.

Verify operation of control.

Electric Duct Heaters

Inspect coil for damage to element.

Inspect isolators for damage or cracks.

Brush coil. Remove dust and debris.(where accessible)

Torque heating terminals.

Verify operation of control.

Verify staging of heating elements.

EXHIBIT A – PART ONE

REQUIREMENTS

Check all PE switches.
Check all control valves.
Check all pilot positioners
Check auxiliary control devices
Clean discharge grill.
Check and clean strainers
Check steam traps and hand valves.

Reheat Coils - Electric

Inspect coil for damage to element.
Inspect isolators for damage or cracks.
Brush coil. Remove dust and debris. (Where accessible)
Torque heating terminals.
Verify operation of control.
Verify staging of heating elements.

Reheat Coils - Team and Hot Water

Inspect coil for leaks or damage.
Brush coil. Remove dust and debris. (Where accessible)

Induction Unit

Visually inspect coil. Clean as required.
Check and clean drains and drain pans.
Check and clean strainers.
Verify operation of steam trap(s) where applicable.
Verify operation of controls.

Radiation

Visually inspect fins/cast iron.
Check and clean strainers.
Clean as required.
Check steam traps and hand valves.

Report controls condition and repair requirements (if any).

**where applicable*

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Annual Inspection Exhaust Fan And Blower

NOTE: *The Comprehensive Annual Inspection may be performed in more than one season due to climatic conditions, winter shutdown, spring startup, etc. This will ensure proper equipment lay-up, startup, and appropriateness and timeliness of the procedures.*

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review operation with customer for problems and trends.

Fan and Motor

Verify operation of system motor.

Inspect flexible connections and ductwork for damage and leaks.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Lubricate dampers.

Clean intake screen on motor

Inspect fan wheel for free rotation, cracks and alignment.

Inspect for vibrations and unusual noises.

Report condition of dampers and damper linkage.

Test secureness of guards, doors and panels.

Verify operation of all indication.

Inspect all structural elements for corrosion and damage

Inspect motor windings for cleanliness.

Starter

Inspect wiring for secureness and damage.

Megger motor at starter and record reading.*

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Inspect electrical connections for tightness and absence of moisture.

Measure and record operating voltage.

Measure and record operating amperage.*

Record condition and repair requirements (if any).

**where applicable*

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspection Exhaust Fan And Blower

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Fan and Motor

Verify operation of system motor.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Inspect dampers and damper linkage.

Inspect for vibrations and unusual noises.

Report condition of dampers.

Report condition of motor windings - clean/dirty.

Clean intake screen on motor.

Starter

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Measure and record operating amperage.*

Record condition and repair requirements (if any).

***Note:** The preceding inspection tasks will be completed when operating conditions permit.*

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Annual Inspection Air Handling Unit

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review operation with customer for problems and trends.

Fan and Motor

Verify operation of system motor, gages, etc.

Inspect flexible connections and ductwork for damage and leaks.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Lubricate dampers

Clean intake screen on motor.

Inspect fan wheel for free rotation, cracks and alignment.

Inspect for vibrations and unusual noises.

Inspect coils for steam or water leaks.

Report condition of dampers.

Test secureness of guards, doors and panels.

Inspect humidifier parts.

Inspect all major stop valves and report condition.

Inspect all structural elements for corrosion and damage.

Report condition of coil -- clean/dirty.

Inspect motor windings for cleanliness.

Starter

Inspect wiring for secureness and damage.

Megger motor at starter and record reading.

Inspect switch gear, starter and contactor points.

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Inspect electrical connections for tightness and absence of moisture.

Measure and record operating voltage.

Measure and record operating amperage.

Report condition and repair requirements (if any).

***Note:** The preceding inspection tasks will be completed when operating conditions permit.*

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspection Pump

Report with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Inspect for vibrations, unusual noises, odors, etc.

Inspect packing; adjust to a slow drip if necessary*

Inspect mechanical seal.*

Verify flow in sealing/flushing line.*

Lubricate coupling.*

Lubricate motor bearings.

Inspect system for leaks in piping, flange connections, etc., and record condition.

Lubricate pump bearings.

Inspect motor windings for dirt buildup.

Clean ventilation openings (grills and/or screens).

Visually inspect coupling.*

Starter or Contactor.

Inspect contracts for signs of wear, arcing, overheating, etc., and record condition.

Measure operating amperage and record reading.

Operational Test

Inspect level in system expansion tank and record reading.

Record suction and discharge pressure.

Report pump condition and repair requirements (if any).

Note: The preceding inspection tasks will be completed when operating conditions permit.

** where applicable.*

EXHIBIT A – PART ONE
REQUIREMENTS

**Comprehensive Annual Inspection
Pump**

Report with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review operation with customer for problems and trends.

Inspect for vibrations, unusual noises, odors, etc.

Inspect mounting points for secureness and tighten.

Inspect packing; adjust to a slow drip if necessary.*

Inspect mechanical seal.*

Verify flow in sealing/flushing line.*

Lubricate coupling.*

Lubricate motor bearings.

Inspect system for leaks in piping, flange connections, etc., and record condition.

Lubricate pump bearings.

Inspect motor windings for dirt buildup.

Clean ventilation openings (grills and/or screens).

Visually inspect coupling.*

Starter or Contactor.

Inspect wiring for secureness and damage, and record condition.

Megger motor at starter and record reading.

Clean enclosure.

Tighten terminal connections at starter

Inspect contacts for signs of wear, arcing, overheating, etc., and record condition.

Measure operating amperage and record readings.

Operational Test

Inspect level in system expansion tank and record reading.

Record discharge pressure.

Measure operating voltage and record reading.

Test accuracy of all pressure gages.

Record suction pressure.

Report pump condition and repair requirements (if any).

** where applicable.*

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspections Reciprocating Chillers And Standalone Compressors

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Compressor(s)

Verify setting of oil cooler water (valve) regulator.*

Open Compressor (Only)

Lubricate motor bearings.

Clean motor air intake screens.

Lubricate coupling.*

Inspect motor windings and report condition.

Visually inspect coupling.

Controls

Verify operation of bypass valve.

Verify capacity control reaction.

Verify operation of oil temperature control.*

Verify operation of cooling water (valve) regulator.*

Starter

Measure operating amperage and record readings.

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Operational Test

Draw oil sample for analysis.

Run and record a complete test log on machine.

Verify refrigerant charge.

Verify oil level.

Verify superheat adjustment.

Inspect for vibrations and unusual noises in bearings, motors, etc.

Inspect moisture indicator for evidence of moisture.

Record compressor oil pressure.

Record compressor suction pressure.

Record compressor discharge pressure.

Check and record superheat.*

Check and record sub cooling.*

Compressor and Vessels

Test for refrigerant leaks and report results.

Report condition and repair requirements (if any).

***Note:** The preceding inspection tasks will be completed when operating conditions permit.*

* where applicable.

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Annual Inspection Reciprocating Chillers And Standalone Compressors

NOTE: *The Comprehensive Annual Inspection may be performed in more than one season due to climatic conditions, winter shutdown, spring startup, etc. This will ensure proper equipment lay-up, startup, and appropriateness and timeliness of the procedures.*

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Compressor(s)

Inspect vibration eliminators for secureness and damage.

Clean and flush cooling system.*

Verify setting of oil cooler water (valve) regulator.*

Test oil for acid.*

Change oil and filter element.*

Take oil sample for analysis.*

Tighten terminal connections at heater elements.

Test secureness of mounting points, and tighten all major points.

Open Compressor (Only)

Lubricate motor bearings.

Clean motor air intake screens.

Lubricate coupling.*

Inspect motor windings and report condition.

Visually inspect coupling.

Check shaft alignment. Align as needed.

Controls

Inspect control center; clean and tighten connection; inspect components.

Verify operation of bypass valve.

Verify capacity control reaction.

Test low pressure cutout & record; calibrate if needed.

Test high pressure safety & record; calibrate if needed.

Verify operation of cooling water (valve) regulator.*

Test freeze control cutout and record temperature.*

Verify operation of oil temperature control.

Test oil high temp cutout and record; calibrate if needed.*

Starter

Inspect wire insulation for signs of overheating, burns etc.

Megger motor at starter and record reading.

Measure operating amperage and record reading.

Clean enclosure.

Tighten terminal connections at starter.

Measure operating voltage and record reading.

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Operational Test

Run and record a complete test log on machine.

Verify refrigerant charge.

Verify oil level.

Verify superheat adjustment.

Inspect for vibrations and unusual noises in bearings, motors, etc.

Inspect moisture indicator for evidence of moisture.

Test accuracy of all pressure gauges.

Record compressor oil pressure.

Record compressor suction pressure.

Record compressor discharge pressure.

Compressor and Vessels

Test for refrigerant leaks and report results.

Report machine condition and repair requirements.

* where applicable.

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspection Condensing Unit

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Clean all debris from air inlet louvers.

Inspect all structural elements for corrosion and damage.

Test for secureness of guards, doors and panels.

Compressor(s)

Verify setting of oil cooler water (valve) regulator.*

Open Compressor (Only)

Lubricate motor bearings.

Clean motor air intake screens.

Lubricate coupling.*

Inspect motor windings and report condition.

Visually inspect coupling.

Controls

Verify operation of bypass valve.

Verify capacity control reaction.

Verify operation of oil temperature control.

Verify operation of cooling water (valve) regulator.*

Verify operation of fan speed control.*

Verify operation of damper cycling controller.*

Verify operation of fan cycling controller.*

Starter

Measure operating amperage and record readings.

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Condenser Fan Motor(s)

Inspect for vibrations and unusual noises in bearings, motor, etc.

Inspect tension on drive and fan belts, and change as needed.

Lubricate motor bearings.

Report condition of coils - clean/dry.

Operational Test.

Run and record a complete test log on machine.

Verify refrigerant charge.

Verify oil level.

Verify superheat adjustment.

Inspect for vibrations and unusual noises in bearings, motors, etc.

Inspect moisture indicator for evidence of moisture.

Record compressor oil pressure.

Record compressor suction pressure.

Record compressor discharge pressure.

Report machine condition and repair requirements (if any).

Note: The preceding inspection tasks will be completed when operating conditions permit.

* where applicable.

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Annual Inspection Condensing Unit

NOTE: *The Comprehensive Annual Inspection may be performed in more than one season due to climatic conditions, winter shutdown, spring startup, etc. This will ensure proper equipment lay-up, startup, and appropriateness and timeliness of the procedures.*

Report in with Customer Representative.
Record and report abnormal conditions, measurements taken, etc.
Review customer logs with customer for operational problems and trends.
Clean all debris from air inlet louvers.
Brush condenser coil(s) to remove loose dirt.
Test for secureness of guards, doors and panels.
Inspect all structural elements for corrosion and damage.

Compressor(s)

Inspect vibration eliminators for secureness and damage.
Clean and flush cooling system.*
Verify setting of oil cooler water (valve) regulator.*
Test oil for acid.*
Change oil and filter element.*
Take oil sample for analysis.*
Tighten terminal connections at heater elements.
Test secureness of mounting points and tighten all major points.

Open Compressor (Only)

Lubricate motor bearings.
Clean motor air intake screens.
Lubricate coupling.*
Inspect motor windings and report condition.
Visually inspect coupling.
Check shaft alignment. Align as needed.

Test low pressure cutout and record; calibrate if needed.
Test high pressure safety and record; calibrate if needed.*
Verify operation of cooling water (valve) regulator.*
Test freeze control cutout and record temperature.*
Verify operation of oil temperature control.
Test oil high temp cutout and record; calibrate if needed.*
Verify operation of fan speed control.*
Verify operation of fan cycling controller.*

Starter

Inspect wire insulation for signs of overheating, burns, etc.
Megger motor at starter and record reading.
Measure operating amperage and record readings.
Clean enclosure.
Tighten terminal connections at starter.
Measure operating voltage and record readings.
Inspect starter for signs of wear, arcing, overheating, burns, etc.

EXHIBIT A – PART ONE

REQUIREMENTS

Controls

Inspect control center, clean and tighten connections; inspect components.

Verify operation of bypass valve. Verify capacity control reaction.

Operational Test

Run and record a complete test log on machine.

Verify refrigerant charge.

Verify oil level.

Verify superheat adjustment.

Inspect for vibrations and unusual noises in bearings, motors, etc.

Inspect moisture indicator for evidence of moisture.

Test accuracy of all pressure gages.

Record compressor oil pressure.

Record compressor suction pressure.

Record compressor discharge.

Condenser Fan Motor(s)

Inspect for vibrations and unusual noises in bearings, motor, etc.

Wipe down motor(s) to remove loose dirt and oil buildup.

Inspect tension on drive and fan belts, and change as needed.

Inspect fans for vibrations and tightness.

Inspect wiring and connections for signs of wear, overheating, burns, etc.

Lubricate motor bearings.

Inspect all structural elements for corrosion and damage.

Report condition of coils - clean/dry.

Compressor and Vessels

Test for refrigerant leaks and report results.

Report machine condition and repair requirements.

** where applicable.*

EXHIBIT A – PART ONE

REQUIREMENTS

Comprehensive Annual Inspection Computer Room Units (Direct Expansion)

NOTE:

The Comprehensive Annual Inspection may be performed in more than one season due to climatic conditions, winter shutdown, spring startup, etc. This will ensure proper equipment lay-up, startup, and appropriateness and timeliness of the procedures.

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review operation with customer for problems and trends.

Fan(s) and Motor(s)

Verify operation of system motor, gages, etc.

Inspect flexible connections and ductwork for damage and leaks.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Lubricate dampers.

Clean intake screen on motor.

Inspect fan wheel for free rotation, cracks and alignment.

Inspect for vibration and unusual noises.

Report condition of dampers.

Test secureness of guards, doors and panels.

Inspect humidifier parts.*

Inspect roof curb flashing.*

Inspect all major stop valves and report condition.

Inspect all structural elements for corrosion and damage.

Report condition of coils – clean/dirty.

Inspect motor windings for cleanliness.

Condenser Fan Motor(s)

Inspect for vibrations and unusual noises in bearings, motors, etc.

Wipe down motor(s) to remove loose dirt and oil buildup.

Inspect wiring and connections for signs of wear, overheating, burns, etc.

Lubricate motor bearings.

Compressor(s)

Inspect vibration eliminators for secureness and damage.

Test oil for acid content.*

Change oil and filter element.*

Take oil sample for analysis.

Tighten terminal connections at heater elements.*

Test secureness of mounting points, and tighten all major points.

Controls

Inspect all panel lights.

Inspect control center; clean and tighten connections; inspect components.

Check all alarm points.

Test low pressure safety and record; calibrate if needed.

Test temperature sensors.

Verify operation of fan speed control.*

Verify economy cycle control.*

Verify operation of fan cycling controller.*

Verify operation of damper cycling controller.*

EXHIBIT A – PART ONE

REQUIREMENTS

Starter

Inspect wiring for secureness and damage.
Megger motor at starter and record reading.
Inspect switch gear, starter and contactor points.
Inspect starter for signs of wear, arcing, overheating, burns, etc.
Inspect electrical connections for tightness and absence of moisture.
Measure and record operating voltage.
Measure and record operating amperage.
Inspect for vibrations and unusual noises in bearings, motor, etc.
Inspect moisture indicator for evidence of moisture.*
Record compressor oil pressure.*
Record compressor suction pressure.
Record compressor discharge pressure.

Electric Reheat

Inspect coil for damage to element.
Measure and record reheat amperage.
Inspect isolators for damage or cracks.
Brush coil. Remove dust and debris.
Torque heating terminals.
Verify operation control.
Verify staging of heating elements.

Operational Test - Compressor(s)

Run and record and complete test log on machine.
Verify refrigerant charge.
Verify oil level.*
Verify superheat adjustment.

Steam and Hot Water Reheat

Inspect coil for leaks or damage.
Brush coil. Remove dust and debris.
Check and clean strainers.*
Verify operation of steam trap(s).*
Verify operation of controls.

Humidifier*

Verify operation of humidify probes.
Check steam orifice and clean, if necessary.*
Inspect humidifier pan.
Inspect infrared bulbs and clean, if needed.*

Report machine condition and repair requirements.

** where applicable.*

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspection Computer Room Units (Direct Expansion)

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with customer for operational problems and trends.

Fan(s) and Motor(s)

Verify operation of system motor, gages, etc.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Lubricate dampers.

Inspect for vibration and unusual noises.

Inspect coils for steam or water leaks.

Inspect roof curb flashing.*

Report condition of dampers.

Report condition of coils – clean/dirty.

Clean intake screen on motor.

Starter

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Measure and record operating amperage.

Condenser Fan Motor(s)

Inspect for vibrations and unusual noises in bearings, motors, etc.

Lubricate motor bearings.

Controls

Check all alarm points.

Verify operation of fan speed control.*

Inspect all panel lights.

Verify operation of damper cycling controller.*

Verify operation of fan cycling controller.*

Operational Test - Compressor(s)

Run and record and complete test log on machine.

Verify refrigerant charge.

Verify oil level.*

Verify superheat adjustment.

Inspection of vibrations and unusual noises in bearings, motor, etc.

Inspect moisture indicator for evidence of moisture.*

Record compressor oil pressure.*

Record compressor suction pressure.

Record compressor discharge pressure.

Electric Reheat*

Verify staging of heating elements.

Verify operation of control.

Steam and Hot Water Reheat

Inspect coil for leaks or damage.

Verify operation of steam trap(s).*

Verify operation of controls.

Humidifier*

Verify humidifier operating sequence.

Inspect humidifier pan.

Report condition and repair requirements (if any).

Note: The preceding inspection tasks will be completed when operating conditions permit.

* where applicable.

EXHIBIT A – PART ONE

REQUIREMENTS

Operational Inspection Air Handling Unit

Report in with Customer Representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer log with customer for operational problems and trends.

Fan and Motor

Verify operation of system motor, gages, etc.

Inspect tension on drive and fan belts, and change as needed.

Lubricate fan shaft bearings.

Lubricate motor bearings.

Lubricate dampers.

Inspect for vibrations and unusual noises.

Inspect coils for steam or water leaks.

Additional Tasks and/or Special Instructions:

Report condition of dampers.

Report condition of coil -- clean/dirty.

Report condition of motor windings -- clean/dirty.

Clean intake screen on motor.

Starter

Inspect starter for signs of wear, arcing, overheating, burns, etc.

Measure and record operating amperage.

Report condition and repair requirements (if any).

Note: *The preceding inspection tasks will be completed when operating conditions permit.*

EXHIBIT A – PART ONE

REQUIREMENTS

3. GENERAL SERVICES:

- 3.1. Caution to Contractors: The services called for by this solicitation are critical to the needs of the New Hampshire State Liquor Commission. All contractual requirements will be strictly enforced. The Contractor will be held fully responsible for proper performance of contract requirements. The Liquor Commission expects a high standard of professionalism in performance of this contract. It is expected that an initial extra effort on the part of the Contractor will be provided to create and maintain a condition of excellence meeting the requirements of the Liquor Commission and their representative who shall be the sole judge of the level of excellence expected.
- 3.2. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 3.3. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of the work listed within work.
- 3.4. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 3.5. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the NHLC representatives as given from time to time during the progress of the work, under the terms of this contract.
- 3.6. Subcontracting is only permitted with prior approval from the Liquor Commission and is subject to background checks. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC.
- 3.7. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.

EXHIBIT A – PART ONE
REQUIREMENTS

- 3.8. Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).
- 3.9. Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 3.10. Other Hours: Other hours will be considered overtime, holidays, and weekends.
- 3.11. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 3.12. The Contractor or their work staff shall not represent themselves as employees or agents of the State.
- 3.13. The Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its work staff.

4. PROBLEM RESOLUTION:

- 4.1. The Contractor must have a single contact person, available during normal working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.
- 4.2. The Liquor Commission designates the CFO, George Tsiopras, as Contract Administrator who will work with the Vendor to resolve problems that cannot be resolved by the end-users.
- 4.3. If at any time during this contract, there is a failure to perform service, deliver goods or perform any other term and condition of this agreement, the Contract Administrator will give written notice to the Vendor.

5. CONTRACT PERIOD & FUNDING

5.1. Contract Period:

The term of the contract shall become effective upon execution hereof by the Liquor Commission and Attorney General's Office and shall run through March 31, 2016. At or prior to the completion of the such term, if the vendor notifies the Liquor Commission by an instrument in writing and both parties here to agree, then this contract may be extended for up to two-years upon written approval of the Liquor Commission and Attorney General's Office.

EXHIBIT A – PART TWO

LOCATIONS

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
1	Concord	Christie Atkinson	80 Storrs St., Ames Plaza Concord, NH 03302	224-5910	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
2	W Chesterfield	Tammy Solomon	PO Box 177, Riverside Plz, 913 Gulf Rd West Chesterfield, NH 03466	256-6482	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
4	Hooksett	Carolyn Hebert	1271 Hooksett Rd, Hooksett, NH 03106	641-5145	9:00 am - 8:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
5	Berlin	Sherry Normand	IGA Shppng Plaza, 17 Pleasant St Berlin, NH 03570	752-1552	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
6	Portsmouth	Duane DuBois	Pick N Pay, 738 Islington Street Ste F&G Portsmouth, NH 03801	436-3382 Fax:431- 6479	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
7	Littleton	Carolyn Aldrich	568 Meadow Street, Globe Shp Ctr Littleton, NH 03561	444-5726	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 5:00 pm
8	Claremont	Tony Perras	Claremont Market Place, 367 Washington St, (Route 103) Claremont, NH 03743	543-0200	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
9	Dover	Mike O'Connor	47 Chestnut Street Dover, NH 03820	742-3738	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
10	Manchester	Tammy Martin	333 Lincoln Street Manchester, NH 03103-5749	626-0940	10:00am-6:30pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
11	Lebanon	David Laraway	12 Centerra Parkway Lebanon, NH 03766	643-8979	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
12	Center Harbor	VACANT	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1 ; PO BOX 160 Center Harbor, NH 03226	253-3169	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm

EXHIBIT A – PART TWO

LOCATIONS

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
13	Somersworth	Darrell Haynes	5 Somersworth Plaza Somersworth, NH 03878	692-2555	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
14	Rochester	Art Gerry	Lilac Mall, Route 125 Rochester, NH 03867	332-0378	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
15	Keene	Cheryl Caron	6 Ash Brook Court Keene, NH 03431	352-1568	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 pm - 6:00 pm
16	Woodsville	Barbara Bolduc	1 Forest St., Butson's Complex Woodsville, NH 03785	747-3471	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
17	Franklin	Ryan Beauchesne	Franklin Shppng Ctr, 880 Central St. Franklin, NH 03235	934-3523	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
18	Colebrook	Dave Colby	124 Main Street Colebrook, NH 03576	237-4097	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
19	Plymouth	Steven Willey	494 Tenney Mt Hwy Unit #3 Plymouth, NH 03264	536-3614	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
20	Derry	Nancy Dylun	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	437-2826	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
21	Peterborough	Monica Wood	Peterborough Plz Ste #1, 19 Wilton Rd. Peterborough, NH 03458	924-6671	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
22	Brookline	Larry Hammond	44A Route 13, Brookline, NH 03033	672-8426	9:00am - 7:00pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 5:00 pm
23	Conway	Lisa Giovanni	234 White Mountain Hwy, Suite 9 Conway, NH 03818	447-2782	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm

EXHIBIT A – PART TWO**LOCATIONS**

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
24	Newport	Leslie Sampson	Sugar Riv Shp Ctr, 52 John Stark Hwy Newport, NH 03773	863-3550	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
25	Stratham	Nichole Wilson	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave., Stratham, NH 03885	772-2021	9:00 am - 7:00 pm Thurs & Fri close 9:00 pm	9:00 am - 9:00 pm	10:00 - 6:00 pm
26	Groveton	Madeline Hart	Northumberland Shp Ctr, PO Box 42 Route 3, Groveton, NH 03582	636-1003	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
27	Nashua	Cheryl Martin (Interim)	Market Place Plaza, 300 Main Nashua, NH 03060	595-2374	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 - 5:00 pm
28	Seabrook Beach	Ernestine Morrow	186 Ocean Blvd. Seabrook, NH 03874	474-9441	10:00 am - 6:00 pm Thurs close 8:00 pm Fri. 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 - 6:00 pm
29	Whitefield	Carol Taylor	100 Lancaster Road , PO Box 183 Whitefield, NH 03598	837-2632	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
30	Milford	Jim Bridges	Granite Town Plaza, Suite 6 189 Elm Street, Route 101 West Milford, NH 03055	673-1666	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
31	Manchester	Peter Kanteres	East Side Plaza, 885 Hanover Street Manchester, NH 03104	623-4613	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 - 5:00 pm
32	Nashua	Melissa Merrill	Westside Plaza, 40 Northwest Blvd. Nashua, NH 03063	594-4076	8:00 am - 9:00 pm Thursday and Friday close 9:00 pm	8:00 am - 9:00 pm	9:00 am - 7:00 pm
33	Manchester	Penny Brady	North Side Plaza, 1100 Bicentennial Dr. Manchester, NH 03104	622-5044	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
34	Salem	Patti Wheaton	417 South Broadway Salem, NH 03079	898-5243	9:00 am - 9:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 6:00 pm

EXHIBIT A – PART TWO

LOCATIONS

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
35	Hillsboro	Phil Courtad	15 Antrim Road, Suite #1 Hillsboro, NH 03244	464-3412	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 - 5:00 pm
36	Jaffrey	Mary Spoon	Monadnock Plz, 80 Peterborough St. Jaffrey, NH 03452	532-7291	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
37	Lancaster	Beverley Roy	Butson's Marketplace, 199A Main St. Lancaster, NH 03584	788-4861	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
38	Portsmouth	Mike Smith	Portsmouth Circle, 605 US Interstate By-Pass, Portsmouth, NH 03801	436-4806	8:00 am - 9:00 pm Thursday and Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
39	Wolfeboro	Mike Watson	35 Center Street Wolfeboro Falls, NH 03896	569-3567	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 5:00 pm
40	Walpole	James O'Brien	32 Ames Plaza Lane Walpole, NH 03608	756-3916	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
41	Seabrook	Mike Regan	Lafayette Boulevard, PO Box 236 Seabrook, NH 03874	474-3362	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
42	Meredith	Jolene Broderick	71 Route 104, Old Province Common Meredith, NH 03253	279-7018	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
43	Farmington	Beth Macomber	829 NH Route 11, Unit #2 Farmington, NH 03835	755-3571	10:00 am - 6:00 pm Thursday and Friday 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
44	Bristol	Pat Bolduc	20 Lake Street Bristol, NH 03222	744-2484	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
45	Pittsfield	Dodie Kidder	6 Water Street Pittsfield, NH 03263	435-6592	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm

EXHIBIT A – PART TWO

LOCATIONS

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
46	Ashland	Rick Risteen	46 North Main Street Ashland, NH 03217	968-7556	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
47	Lincoln	Cindy Ham	165 Main Street Unit 6, Lincoln, NH 03251 MAIL ONLY: PO Box 1205	745-8922	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
48	Hinsdale	Muriel Southwick	849 Brattleboro Rd. Hinsdale, NH 03451	256-8637	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
50	Nashua	Clarke Eveleth	So. Gate Shppng Mall, 269 DW Hwy Nashua, NH 03060	888-0271	9:00 am - 9:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 6:00 pm
51	Pelham	Chris Kulick	Route 38, PO Box 10 Pelham, NH 03076	635-7551	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
52	Gorham	Norm Giourard	159 Main Street, Androscoggin Plaza Gorham, NH 03581	466-3367	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
53	Hudson	Mike Derderian	Market Basket Shp Ctr, 212 Lowell Rd Hudson, NH 03051	889-0549	10:00 am - 8:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
54	Glen	Alex Trojano	65 Route 302 PO Box 166, Glen, NH 03838	383-9000	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
55	Bedford	Lisa Gosselin	Bedford Grove Plz, Ste 2, 5 Colby Court Bedford, NH 03110	627-5878	9:00 am - 9:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
56	Gilford	Frank Lord	18 Weirs Road, Gilford, NH 03246	524-6083	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 5:00 pm
57	Ossipee	Matthew Kresco	Indian Mound Shp Ctr, 240 Rte 16B Center Ossipee, NH 03814	539-2010	10:00 am - 6:00 pm Thurs close 8:00 pm Fri. 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm

EXHIBIT A – PART TWO

LOCATIONS

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
58	Goffstown	Ted Theos	Shop N Save Plaza, 605 Mast Road Goffstown, NH 03102	626-4725	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
59	Merrimack	Nancy Hanson	Merrimack Shopping Ctr, Suite A, 6 Dobson Way, Merrimack, NH 03054-4131	424-2521	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 7:00 pm
60	W Lebanon	Brian Lahey	Powerhouse Plaza, Unit #3 10 Benning Drive 12A West Lebanon, NH 03784	298-8629	9:00 am - 8:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 6:00 pm
62	Raymond	Michelle Markiewicz	Raymond Shp Ctr, Route 27, RFD 2 Raymond, NH 03077	895-2286	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
63	Winchester	Barbara Williams	Suite 1, 30 Warwick Road Winchester, NH 03470-2819	239-6223	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
64	New London	Joe Cheverfils (Interim)	New London Shppng Ctr, Route 11 PO Box 464, New London, NH 03257	526-6868	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
65	Campton	Richard Strong	Center at Campton Corners, 25 Vintinner Road, Campton, NH 03223	726-2901	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 - 7:00 pm
66	Hooksett	Jim Haggis	I-93 North, Route 3A, PO Box 16296 Hooksett, NH 03106	485-5663	8:00 am - 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 8:00 pm
67	Hooksett	Paul Dery	I-93 South, 25 Springer Road Hooksett, NH 03106	485-5816	8:00 am - 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	7:00 am - 8:00 pm
68	N Hampton	Karen Boswell	69 Lafayette Road, Village Shppng Ctr North Hampton, NH 03862	964-6991	9:00 am - 7:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm

EXHIBIT A – PART TWO**LOCATIONS**

ST	LOCATION	MANAGER	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
69	Nashua	Rich Theriault	25 Coliseum Avenue Nashua, NH 03063	882-4670	9:00 am - 9:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 6:00 pm
70	Swansey	Michele Gorecki	Rte 12, Troy Rd, 37 Monadhock Hwy Wilbur's Market Place Swansey, NH 03431	357-0693	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm
71	Lee	Tammy Fournier	60 Calef Highway, Unit #4 Lee, NH 03861	868-7176	9:00 am - 6:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
72	Concord	Rich Gulla	100 Fort Eddy Road Concord, NH 03301	224-5955	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
73	Hampton- S	Steve Hutchins	I-95 South, PO Box 1993 Hampton, NH 03843	926-3272	8:00 am - 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	7:00 am - 9:00 pm
74	Londonderry	Bernard Baronas	Market Basket Plaza, 34 Nashua Rd. Londonderry, NH 03053	432-0270	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
75	Belmont	Sarah St. Pierre	15 Old State Road, Unit 1 Belmont, NH 03220	528-2170	9:00 am - 6:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 5:00 pm
76	Hampton- N	Clarina Graca	I-95 North, PO Box 2081 Hampton, NH 03843-2081	926-3374 Fax:926- 8803	8:00 am- 9:00 pm Thursday & Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
77	Rindge	Christine Keefe	Cheshire Marketplace, Unit 7 497 US Route 202 Rindge, NH 03461	899-3187	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
78	Hampstead	Julie Decelle	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	329-4037	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 6:00 pm

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

1. SERVICES:

OFFER: The undersigned hereby offers to perform the services to the New Hampshire State Liquor Commission as specified at the prices listed below, in complete accordance with general and detailed specifications included herewith.

A. MAINTENANCE COST BY STORE:

(Price includes Materials, Equipment, Labor and Transportation)

ST	Location	Fall PM	Spring PM	Total Yearly PM
1	Concord	\$221.25	\$221.25	\$442.50
2	W Chesterfield	\$0.00	\$0.00	\$0.00
3	Manchester	\$258.00	\$258.00	\$516.00
4	Hooksett	\$286.25	\$286.25	\$572.50
5	Berlin	\$290.58	\$290.58	\$581.16
6	Portsmouth	\$258.14	\$258.14	\$516.28
10	Manchester	\$314.06	\$314.06	\$628.12
11	Lebanon	\$229.07	\$229.07	\$458.14
13	Somersworth	\$136.76	\$136.76	\$273.52
14	Rochester	\$352.59	\$352.59	\$705.18
16	Woodsville	\$327.16	\$327.16	\$654.32
17	Franklin	\$154.25	\$154.25	\$308.50
19	Plymouth	\$224.89	\$224.89	\$449.78
20	Derry	\$160.16	\$160.16	\$320.32

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

ST	Location	Fall PM	Spring PM	Total Yearly PM
21	Peterborough	\$225.13	\$225.13	\$450.26
22	Brookline	\$225.12	\$225.12	\$450.24
23	Conway	\$409.26	\$571.68	\$980.94
24	Newport	\$335.42	\$335.42	\$670.84
26	Groveton	\$193.50	\$193.50	\$387.00
27	Nashua	\$621.61	\$621.61	\$1,243.22
28	Seabrook Beach	\$240.33	\$240.33	\$480.66
29	Whitefield	\$121.01	\$209.63	\$330.64
30	Milford	\$169.97	\$169.97	\$339.94
35	Hillsboro	\$268.01	\$268.01	\$536.02
36	Jaffrey	\$118.45	\$118.45	\$236.90
37	Lancaster	\$148.48	\$148.48	\$296.96
39	Wolfeboro	\$405.38	\$405.38	\$810.76
40	Walpole	\$252.84	\$252.84	\$505.68
42	Meredith	\$430.96	\$430.96	\$861.92
43	Farmington	\$162.63	\$209.32	\$371.95
45	Pittsfield	\$183.33	\$183.33	\$366.66
47	Lincoln	\$208.90	\$208.90	\$417.80

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

ST	Location	Fall PM	Spring PM	Total Yearly PM
48	Hinsdale	\$273.52	\$273.52	\$547.04
51	Pelham	\$219.03	\$219.03	\$438.06
52	Gorham	\$298.49	\$298.49	\$596.98
55	Bedford	\$143.47	\$143.47	\$286.94
56	Gilford	\$343.37	\$343.37	\$686.74
58	Goffstown	\$209.89	\$209.89	\$419.78
59	Merrimack	\$541.28	\$541.28	\$1,082.56
60	W Lebanon	\$400.99	\$400.99	\$801.98
63	Winchester	\$130.41	\$130.41	\$260.82
64	New London	\$220.12	\$220.12	\$440.24
65	Campton	\$261.45	\$261.45	\$522.90
70	Swanzey	\$264.27	\$264.27	\$528.54
75	Belmont	\$226.62	\$226.62	\$453.24
Totals:		\$11,466.40	\$11,764.13	\$23,230.53

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

B. Billable Charges Breakdown:

SERVICES OTHER THAN PREVENTATIVE MAINTENANCE:

- Billing repair rates are to include personnel and vehicles.
- Charges shall consist of actual time at the job sites. An estimate of hours required and a number of staff needed to complete a requested service will be provided to the Liquor Commission by the Vendor at the time the Vendor schedules the work. Also, the Vendor must sign- in with the Store Manager upon start and completion of the work at the specified location.
- Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less. The Liquor Commission will pay one (1) way on service calls; mileage and the rate of one (1) man.
- The Liquor Commission retains the right to examine Vendor's invoices for the materials used in completing work. A copy of the Vendor's material invoices must be submitted with the billing to verify markup. The Liquor Commission will allow no other expenses incurred.

The Contractor shall be paid for additional services approved by the NHLC, at the rates below:

Rates			
Hourly Rates Mon - Fri (per hour)	Hourly Rates Weekends, Holidays, After Hours(per hour)	Percent of Mark Up (%)	Mileage Charge (rate per mile)
\$64.50	\$96.75	15%	\$0.38

C. INVOICING:

All invoices must include detail of work performed, dates, location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.

All invoices must be submitted within 30 days of the fiscal year-end, (June 30th) of each year for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval will be required from The Governor and Executive Council prior to any process of payments, which will delay the payment process.

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

A check will be issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the contract. The State of New Hampshire Liquor Commission does not pay late charges or interest.

EXHIBIT C
SPECIAL PROVISIONS

Sections 1.16 and 1.18 are hereby deleted.

Section 3.1 is hereby deleted and replaced with the following: "Notwithstanding any provision of this Agreement to the contrary, this Agreement and all obligations of the parties hereunder shall not become effective until the date that the State executes this Agreement (the "Effective Date")."

Section 12 is hereby deleted and replaced with the following: "The contractor shall not assign, or otherwise transfer any interest in this Agreement, without the prior written consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State."

Section 14.1.1 is deleted and replaced with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts not less than \$250,000 per claim and \$1,000,000 per incident general liability and \$2,000,000 per occurrence excess liability;"

Section 18 is hereby deleted and replaced with the following: "This Agreement may be amended, waived or discharged only by an instrument in writing signed by the Contractor and the State."

EXHIBIT D

State of New Hampshire Liquor Commission RFB 2013-12 dated January 18, 2013 is incorporated herewith in.

Eckhardt & Johnson, Inc.

MECHANICAL CONTRACTORS

896 Goffs Falls Road, Manchester, NH 03103-3288
Tel. 603-622-7493 • Fax 603-647-4618
Email: info@eckhardtjohnson.com



CONSENT RESOLUTIONS OF THE SOLE DIRECTOR OF ECKHARDT & JOHNSON, INC.

The undersigned, being the sole Director of Eckhardt & Johnson, Inc., a corporation duly incorporated in the State of New Hampshire (the "Corporation"), does hereby waive all notice of the time, place and purposes of a meeting of the sole Director of the Corporation and consents, pursuant to Sections 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at duly convened meetings of the sole Director of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the meetings of the sole Director of the Corporation:

I. Authorized Signatories

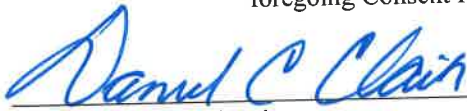
RESOLVED: That it is in the best interests of the Corporation to authorize the following individuals on an ongoing basis to execute and deliver on behalf of the Corporation various agreements, proposals and other documents arising in the ordinary course of business:

Daniel C. Clair
Daniel P. Morin
Bradley J. Gaudreau

II. Miscellaneous

RESOLVED: To ratify, confirm, approve and adopt all past actions of the Officers, sole Director or any of the individuals set forth above for and on behalf of the Corporation with respect to the foregoing Resolution, and to fully authorize and ratify the same as fully as if this authorization had been voted prior to the taking of any such actions.

RESOLVED: That the Officers and Sole Director of the Corporation are hereby authorized and directed to take any and all actions as they may deem necessary or appropriate to implement the foregoing Consent Resolutions.



Daniel C. Clair, Sole Director

4/12/13

Date

State of New Hampshire

County of Hillsborough

On April 12, 20 13, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

In witness whereof, I set my hand and official seal.



Notary Public/Justice of the Peace

Commission Expires: 11-30-16

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 Eckhardt & Johnson, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 1, 1952. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April, A.D. 2013

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2013

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: Scott Dearden PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: sdearden@rowleyagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Union Insurance Company	25844
INSURED Eckhardt & Johnson, Inc. 896 Goffs Falls Road Manchester NH 03103		INSURER B: Acadia Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2013-2014 All Lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG0001 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPA508388910	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA508389010	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 \$ 0			CUA508389110	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCA508389210	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388910	4/1/2013	4/1/2014	Deductible- \$250 \$325,000 Deductible- \$250 \$100,000

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

Covering operations of the insured during the policy period. *Except 10 days for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Liquor Commision
Attn: Tina Demers
P.O. Box 503
Concord, NH 03302-0503

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

Scott Dearden/SD

Scott M. Dearden

13 APR 22 AM 8:15

STATE OF NH
DEPT OF JUSTICE