


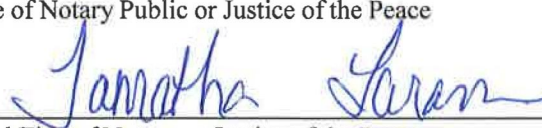
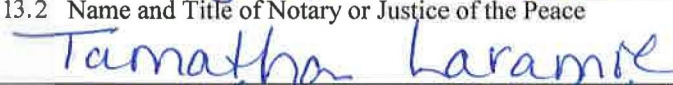

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name Thermal Stor Refrigeration, Inc.		1.4 Contractor Address 8 Industrial Park Drive #7, Hooksett, NH 03106	
1.5 Contractor Phone Number (603) 641-6627	1.6 Account Number 02-77-77-771512-1030-024-0225	1.7 Completion Date July 31, 2021	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency Daniel St. Hilaire, Director, Division of Administration		1.10 State Agency Telephone Number 603.230.7073	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lance Kelton, Vice President	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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 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] 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> TAMATHA MLARAMIE Notary Public – New Hampshire My Commission Expires Sep 27, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace  Notary			
1.14 State Agency Signature 	Date: 9/11/18	1.15 Name and Title of State Agency Signatory Joseph W. Molica Chairman	
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials J.P.
Date 8/20/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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

Date

SLH
8/10/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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 Initials

Date

RLK
8/10/18

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

Thermal Stor Refrigeration, Inc. ("Contractor") hereby agrees to provide the New Hampshire Liquor Commission ("NHLC") with preventative maintenance and service for heating and air conditioning systems and associated devices, as described herein, at all NHLC facilities, including all NHLC liquor and wine outlet store locations throughout New Hampshire.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents, in order of precedence:

- A. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- B. Exhibit A, Scope of Services
- C. Exhibit B, Budget and Method of Payment Terms
- D. Exhibit C, Special Provisions
- E. Exhibit D, Equipment and Maintenance Tasks
- F. Exhibit E, Store Information List (subject to change)

3. TERM OF CONTRACT

This Contract shall commence upon NHLC approval, or August 22, 2018, whichever is later, and shall terminate July 31, 2021.

The contract term may be extended by an additional term of two (2) years at the sole option of the NHLC, subject to the parties' prior written agreement on terms and applicable fees for each extended term. Any such extension shall be contingent upon satisfactory Agency performance and continued funding.

4. SCOPE OF SERVICES

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

- A. The Contractor shall provide preventative maintenance once every spring and fall as listed and described herein. The Contractor shall schedule the preventative maintenance two weeks prior to performing the service; air conditioning preventative maintenance shall be scheduled in the spring and heating preventative maintenance in the fall. A listing of equipment and required preventative maintenance tasks is provided in Exhibit D.
- B. Contractor shall also install, modify, or replace equipment as required by the NHLC.
- C. Any service that is vital above and beyond normal manufacturer preventative maintenance shall 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.

LSH
8/21/18

EXHIBIT A
SCOPE OF SERVICES

- D. Major repair service will require an estimate for work to be provided at no charge to the NHLC. In addition, the State reserves the right to get a second estimate for major repairs.
- E. Response Time:
1. All emergency situations shall have an immediate response time. The Contractor shall be available seven days per week and on call 24 hours per day for emergency calls. The NHLC reserves the right to hire equipment other than the Contractor's 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
 2. For normal service calls, Contractor shall provide repair service within 24 hours from the time of the call.
 3. All planned repairs or enhancements shall have a minimum response time of one (1) week.
- E. 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 or her designated representative.
- F. The Contractor will be responsible for providing a report by store on the condition of all equipment as well as recommendations for future repairs. This report shall be sent to NHLC's Plant Maintenance Engineer IV, John Tower, no later than the first Friday of January each year.
- G. A separate work order shall be made on each unit and sent in with the invoice for payment. The NHLC's Plant Maintenance Engineer IV or Plant Maintenance Engineer II is the only individuals that may request services except for an emergency repair call.
- H. The Contractor shall, after each scheduled or emergency call and before leaving the job site, provide a written summary of the work performed and obtain the Contracting officer's signature thereon.
- I. 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. The Contractor shall in no way be relieved of its responsibility by any right of the NHLC 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 NHLC to give such permission or issue such orders. The Contractor shall bear all losses resulting to it 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.
- J. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of the work.
- K. All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the NHLC.

EXHIBIT A
SCOPE OF SERVICES

- L. The Contractor shall complete all work and provide all materials, tools, equipment, and safety devices necessary to perform work in the proper 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 described, at the price agreed upon. All the work, labor, and equipment to be completed and provided under the contract, shall be completed and provided 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.
- M. All work must be performed in such a manner as to minimize inconvenience to the 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.
- N. The Contractor shall at its own expense, wherever necessary or required, provide safety devices and take such other precautions as may be necessary to protect life and property.
- O. The Contractor shall bear all losses resulting to them or to the NHLC due to any inadequacy in the quality of work performed or due to any error on the part of the Contractor in their estimation or expectation of project requirements or due to the weather, elements or other causes.
- P. Unsatisfactory response to any of the listed services or requirements shall be considered sufficient basis for immediate termination of the contract. The NHLC reserves the right to terminate this contract at any given time with a ten (10) day written notice.
- Q. Normal Working Hours: Normal working hours are 8:00 AM to 6:00 PM, Monday through Friday.
- R. Other Hours: Other hours include overtime, holidays, and weekends.
- S. 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, shall present a written summary of the work performed and obtain the NHLC's signature thereon (Time of day must be written in and manager must initial at time of arrival and again at time of departure).
- T. All work completed at Store #3 – Manchester, located within Manchester/Boston Regional Airport will require coordination with NHLC's Plant Maintenance Engineer IV or Maintenance Engineer II, as the store is located within the secure/concourse area of the airport. All persons must pass through airport security to access the outlet store area and all tools shall also pass through the airport screening process.
- U. Subcontracting any portion of the contract is not permitted without prior written 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.

EXHIBIT A
SCOPE OF SERVICES

- V. BACKGROUND CHECKS: The State may require the Contractor to provide security clearance and/or background checks for any and all Contractor representatives or approved subcontractors that may complete work or be present during the completion of work in any NHLC facility.
- W. The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, approved subcontractors, equipment or supplies. The Contractor shall correct all defective work and repair damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the NHLC may withhold any amount necessary to correct all defective work or repair damages from payments to the Contractor.
- X. The Contractor work staff shall consist only of qualified persons completely familiar with the products and equipment they will be required to use. The Contracting Officer may require the Contractor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- Y. The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on the State of New Hampshire's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the NHLC. The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones by the Contractor or their personnel is prohibited.
- Z. The Contractor shall provide employee picture identification badges identifying the company and name of each employee servicing the NHLC account. All contract employees, while servicing the NHLC, shall wear the identification badge.

EXHIBITB
BUDGET AND METHOD OF PAYMENT

1. SERVICES

1. Preventative Maintenance (PM) – Fixed Cost by Store

(Price includes Materials, Equipment, Labor and Transportation)

ST	LOCATION	Fall PM	Spring PM	Total Yearly PM
1	Concord	\$400.00	\$300.00	\$700.00
3	Manchester	N/A	\$250.00	\$250.00
4	Hooksett	\$450.00	\$350.00	\$800.00
5	Berlin	\$550.00	\$450.00	\$1000.00
6	Portsmouth	N/A	\$300.00	\$300.00
10	Manchester	\$550.00	\$450.00	\$1000.00
11	Lebanon	N/A	\$300.00	\$300.00
13	Somersworth	N/A	\$250.00	\$250.00
14	Rochester	\$550.00	\$450.00	\$1000.00
16	Woodsville	\$550.00	\$450.00	\$1000.00
17	Franklin	N/A	\$250.00	\$250.00
18	Colebrook	\$550.00	\$450.00	\$1000.00
19	Plymouth	\$400.00	N/A	\$400.00
20	Derry	\$350.00	N/A	\$350.00
21	Peterborough	\$400.00	\$300.00	\$700.00
22	Brookline	\$400.00	\$300.00	\$700.00
23	Conway	\$900.00	\$800.00	\$1700.00
24	Newport	\$400.00	\$300.00	\$700.00
26	Groveton	\$400.00	\$300.00	\$700.00
27	Nashua	\$850.00	\$750.00	\$1600.00

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8/11/16

**EXHIBITB
BUDGET AND METHOD OF PAYMENT**

ST	LOCATION	Fall PM	Spring PM	Total Yearly PM
28	Seabrook Beach	\$550.00	\$450.00	\$1000.00
29	Whitefield	\$400.00	\$300.00	\$700.00
33	Manchester	N/A	\$450.00	\$450.00
35	Hillsboro	\$400.00	\$300.00	\$700.00
36	Jaffrey	\$350.00	\$250.00	\$600.00
37	Lancaster	\$400.00	\$300.00	\$700.00
39	Wolfeboro	\$550.00	\$450.00	\$1000.00
40	Walpole	\$450.00	\$350.00	\$800.00
42	Meredith	\$550.00	\$450.00	\$1000.00
44	New Hampton	\$550.00	\$450.00	\$1000.00
45	Pittsfield	\$300.00	\$200.00	\$500.00
47	Lincoln	\$450.00	\$350.00	\$800.00
48	Hinsdale	\$450.00	\$350.00	\$800.00
50	Nashua	\$900.00	\$800.00	\$1700.00
51	Pelham	\$400.00	\$300.00	\$700.00
52	Gorham	\$400.00	\$300.00	\$700.00
55	Bedford	\$550.00	\$450.00	\$1000.00
56	Gilford	\$400.00	\$300.00	\$700.00
58	Goffstown	\$400.00	\$300.00	\$700.00
59	Merrimack	\$900.00	\$800.00	\$1700.00
60	W Lebanon	\$600.00	\$500.00	\$1100.00
63	Winchester	\$350.00	\$250.00	\$600.00
64	New London	\$450.00	\$350.00	\$800.00
65	Campton	\$450.00	\$350.00	\$800.00

**EXHIBITB
BUDGET AND METHOD OF PAYMENT**

ST	LOCATION	Fall PM	Spring PM	Total Yearly PM
68	N Hampton	\$400.00	\$300.00	\$700.00
70	Swansey	\$550.00	\$450.00	\$1000.00
75	Belmont	\$350.00	\$250.00	\$600.00
78	Hampstead	\$700.00	\$600.00	\$1300.00
79	Epping	\$700.00	\$600.00	\$1300.00
81	Pembroke	\$550.00	\$450.00	\$1000.00
82	Warner	\$700.00	\$600.00	\$1300.00
	Total	\$22,850.00	\$19,600.00	\$42,450.00

2. Service 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 Contractor at the time the Contractor schedules the work. Also, the Contractor must sign- in with the Store Manager upon start and completion of the work at the specified location.
- The Liquor Commission will pay one (1) way on service calls, mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.
- The Liquor Commission retains the right to examine Contractor's invoices for the materials used in completing work. A copy of the Contractor's material invoices shall be submitted with the billing to verify markup. The Liquor Commission will allow no other expenses incurred

Hourly Charges:

Regular Hours: Mon thru Fri (8:00am - 6:00pm EST) \$ 85.00

Other Hours: Weekends, Holidays & After-Regular Hours \$ 127.50

Materials Charges:

Contractor's **Percentage** of Mark-up from Contractor's Cost 40%

Mileage Charge:

Rate per Mile \$ 0.50

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

3. INVOICING:

Invoices shall include one copy of detailed work performed, date, time, location of service, and price breakdown. Invoices, by NHLC's preferred method, maybe scanned and emailed to:

APDept@liquor.nh.gov;

Or by US first class postal service:

New Hampshire Liquor Commission
Attn: Accounts Payable Department
PO Box 503
Concord, NH 03302-0503.

Payment shall not be due until thirty (30) days after an invoice has been received at the NHLC business office. Payment is issued through the State Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the NHLC. Payment shall be for only what has been agreed to in the contract. The State of New Hampshire does not pay late charges or interest.

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

Invoices for all work completed during any fiscal year must be submitted within thirty (30) days after the end of that fiscal year (June 30th). Invoices not submitted within the aforementioned timeframe will require approval from the State of New Hampshire prior to processing, which may delay the payment process. Contractor is responsible for ensuring it receives payment within sixty (60) days of submitting an invoice.

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions.

EXHIBIT D
EQUIPMENT AND MAINTENANCE TASKS
PREVENTATIVE MAINTENANCE REQUIREMENTS

Operational Inspection
Automatic Temperature Controls

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

Report in with Customer Representative.

Refrigerated Air Dryer

Record and report abnormal conditions,
measurements taken, etc

Check refrigerant pressure and record.

Air Compressor

Record refrigerant temperature.

Drain tank and check traps.

Brush condenser and cover grills as required.

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

Operate drain trap and bypass valves.

Change suction filter as required.

Report controls condition and repair
requirements.

Analyze motor operating conditions and
lubricate.

**where applicable*

Check PE switch, starter and alternator.

Record compressor run time.

EXHIBIT D
EQUIPMENT AND MAINTENANCE TASKS

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. *

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.

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

Boiler, Chiller, Converter, Pumps and Zone Control

Check and calibrate all controllers.

Calibrate all transmitters and set receiver gages as required.

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 - Steam and Hot Water

Inspect coil for leaks or damage.

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

Verify operation of control.

Verify staging of heating elements.

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 D
EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection
Exhaust Fan and Blower

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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).

**where applicable*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

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 D
EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection
Air Handling Unit

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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).

**where applicable*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

Comprehensive Annual Inspection Air Handling 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 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).

**where applicable*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection Pump

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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 contacts 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).

** where applicable.*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

Comprehensive Annual Inspection Pump

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 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 D
EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection
Reciprocating Chillers and Standalone Compressors

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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).

** where applicable.*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

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 D
EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection
Condensing Unit

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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).

* where applicable.

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

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.

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.

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.

EXHIBIT D
EQUIPMENT AND MAINTENANCE TASKS

Check shaft alignment. Align as needed.

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.

Lubricate motor bearings.

Inspect all structural elements for corrosion and damage.

Report condition of coils - clean/dry.

Controls

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

Verify operation of bypass valve. Verify capacity control reaction.

Compressor and Vessels

Test for refrigerant leaks and report results.

Report machine condition and repair requirements.

** where applicable.*

EXHIBIT D
EQUIPMENT AND MAINTENANCE TASKS

Operational Inspection
Computer Room Units (Direct Expansion)

NOTE: *The following inspection tasks will be completed when operating conditions permit.*

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).

** where applicable.*

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

Operational 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.

Starter

Inspect wiring for secureness and damage.

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.

Operational Test - Compressor(s)

Run and record and complete test log on machine.

Verify refrigerant charge.

Verify oil level.*

Verify superheat adjustment.

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.

EXHIBIT D EQUIPMENT AND MAINTENANCE TASKS

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.

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.*

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.*

EXHIBITE
STORE INFORMATION LIST
(Subject to change)

ST	LOCATION	ADDRESS	AC	HEAT	# of Units	Make	Model#
1	Concord	80 Storrs St., Ames Plaza Concord, NH 03302	X	X	2	Carrier RTU	48TCFD14A3A5A0A0A0 48TCEA07A2A5A0A0A0
3	Manchester	Manchester-Boston Regl Airport, 1 Airport Road, Suite #205 Manchester, NH 03103	X		1	Carrier	FB4CNF036
4	Hooksett	1271 Hooksett Rd. Hooksett, NH 03106	X	X	3	Bryant (2) / Reznor	580JP17D310G3B9AA 580DPV090224ACAA UDAP75
5	Berlin	IGA Shppng Plaza 17 Pleasant St Berlin, NH 03570	X	X	3	Comfortmaker (2) / Thermo- Pride	PAMA048G1 PAMA048G1 CDB1-125N
6	Portsmouth	Pick N Pay 738 Islington Street Portsmouth, NH 03801	X		2	Rheem	RKNL-B120CL22E
10	Manchester	68 Elm Street Manchester, NH 03103-5749	X	X	3	Lennox	KGA09084BM3Y KGA090S4BM3Y KGA120S4BM3Y
11	Lebanon	12 Centerra Parkway Lebanon, NH 03766	X		2	York	D1EG090N16525ECA D2EG150N200255TC
13	Somersworth	5 Somersworth Plaza Somersworth, NH 03878	X		1	Carrier	48LJE008-521HF
14	Rochester	Ridge Markiet Place, 170 Market Place Blvd, Unit #1 Rochester, NH 03867	X	X	3	Johnson Controls/York	J12ZJS24D4B2PCD2A1 J15ZJS30B4B2PCD2A1 J15ZJS30B4B2PCD2A1
16	Woodsville	Butson's Complex 1 Forest St. Woodsville, NH 03785	X	X	3	Comfortmaker (2) / Burnham	PAMA048G1 PAMA048G1 V-18A-T
17	Franklin	Franklin Shppng Ctr 880 Central St. Franklin, NH 03235	X		1	The Trane Company	YSC090A3ELA2TD00000000
18	Colebrook	Colebrook, NH 03576	X	X	3	York(2) Dakin	D1EG120N20025C D1EG090N16525C RK12NMVJU
19	Plymouth	22 Ridge View Lane Plymouth, NH 03264		X	2	Bryant / Carrier	369AAN060120 58HS100111CA
20	Derry	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	X		1	The Trane Company	GAD180A3EHA0000
21	Peterborough	Peterborough Plz Ste #1 19 Wilton Rd. Peterborough, NH 03458	X	X	2	Carrier / Modine	48TMF016--511AA PAH55AF
22	Brookline	44A Route 13 Brookline, NH 03033	X	X	2	York / Modine	DM150N20N2AAA2A
23	Conway	234 White Mountain Hwy, Suite 9 Conway, NH 03818	X		4	Fridgedaire (3) / Olsen	S3BA060KA 3107-1340A
23	(cont)			X	4	Bryant	912SB66120S24A-A
24	Newport	Sugar Riv Shp Ctr 52 John Stark Hwy Newport, NH 03773	X	X	2	York / Carrier	ZF090N15N2AAA5A 48HDF00850
26	Groveton	Northumberland Shp Ctr PO Box 42 Route 3 Groveton, NH 03582	X	X	2	The Trane Company / Reznor	YCD060C1H0BE FE100
27	Nashua	Market Place Plaza 300 Main Street Nashua, NH 03060	X	X	5	American Standard (4) / Reznor	YSC060A4RHA00000HD FE50
28	Seabrook Beach	186 Ocean Blvd. Seabrook, NH 03874		X	3	American Standard (2) / Reznor	AUX120X960D3 UDAP100
28	(cont)		X		2	American Standard	2A7A1060A1000A

EXHIBITE
STORE INFORMATION LIST
(Subject to change)

ST	LOCATION	ADDRESS	AC	HEAT	# of Units	Make	Model#
29	Whitefield	100 Lancaster Road PO Box 183 Whitefield, NH 03598	X	X	2	Thermo-Pride	1224-1
33	Manchester	North Side Plaza 1100 Bicentennial Dr. Manchester, NH 03104	X		3	Johnson Controls / York	DSV120A2E1AAA0A-A D1EA-180A25BH
35	Hillsboro	15 Antrim Road, Suite #1 Hillsboro, NH 03244	X	X	2	The Trane Company	YHC063A3RHA11A0A0C1B0000
36	Jaffrey	Monadnock Plz 80 Peterborough St. Jaffrey, NH 03452	X	X	1	York	D6CG090N09925C
37	Lancaster	Butson's Marketplace 199A Main St. Lancaster, NH 03584	X	X	1	York	D4CG090N16525A
39	Wolfeboro	35 Center Street Wolfeboro Falls, NH 03896	X	X	3	Carrier / American Standard	38CKB060301 38YKC0603007A0060B100A1
40	Walpole	32 Ames Plaza Lane Walpole, NH 03608	X	X	2	York	D2CG036N08225B
42	Meredith	Old Province Common 71 Route 104 Meredith, NH 03253	X		3	Lennox	H518-311-78 H518-651-8P H518-651-8P
42	(cont)			X	3	Lennox	G818Q06-75-8 GS18Q04-5E-140-5 GS18Q04-5E-140-5
44	New Hampton	325 NH Route 104 Suite #11 New Hampton, NH 03256	X	X	3	Lennox	KGA102S4B524 KGA102S4B82Y KGA072S4BH1Y
45	Pittsfield	6 Water Street Pittsfield, NH 03263	X	X	1	Carrier	4CGB060300
47	Lincoln	165 Main Street Unit 6 Lincoln, NH 03251 Mail ONLY: PO Box 1205	X	X	2	York / Goodman	P3URD20N13001C GUI150-5
48	Hinsdale	849 Brattleboro Rd. Hinsdale, NH 03451	X	X	2	Carrier	48TCED12A2A5A0A0A0 48TME008-A201
50	Nashua	Willow Springs Plaza 294 DW Hwy Nashua, NH 03060	X	X	5	Trane	YSD210F4RHBOAHOB
50	(cont)				2	Mitsubishi	MUYD36NA
50	(cont)				1	Greenheck	GB141HP-4-X
50	(cont)				1	Reznor	SCA150-5
51	Pelham	Route 38, PO Box 10 Pelham, NH 03076	X	X	2	York	DM060N10A2AAA1A DJ048N10A2AAA2
52	Gorham	Androscoggin Plaza 159 Main Street Gorham, NH 03581	X	X	1	Thermo-Pride	TCJD60541S4A OL20-151FD
55	Bedford	9 Leavy Drive Bedford, NH 03110	X	X	3	Lennox	KGA120S4BM3Y KGA120S4BM3Y KGA150S4BM2Y
56	Gilford	18 Weirs Road Gilford, NH 03246	X	X	2	York	DM090N15N2AAA3A
58	Goffstown	Shop N Save Plaza 605 Mast Road Goffstown, NH 03102	X	X	2	Lennox	GCS16-653-75-5Y
59	Merrimack	Merrimack Shopping Ctr 6 Dobson Way, Suite A Merrimack, NH 03054-4131	X	X	5	Carrier	48TME005-A-501HQ
60	WLebanon	Powerhouse Plaza, Unit #150 10 Benning Street West Lebanon, NH 03784	X	X	3	Lennox	TGA090S2BM1G
63	Winchester	30 Warwick Road, Suite 1 Winchester, NH 03470-2819	X	X	1	American Standard	YSC120A3EHA2R
64	New London	New London Shppng Ctr, Route 11 PO Box 464 New London, NH 03257	X	X	2	Amana	ACFC60A0UA GH140A50
65	Campton	Center at Campton Corners 25 Vintinner Road Campton, NH 03223	X	X	2	Lennox	C33-48C-2F-3

FA
8/27/18

EXHIBIT E
STORE INFORMATION LIST
(Subject to change)

ST	LOCATION	ADDRESS	AC	HEAT	# of Units	Make	Model #
68	N Hampton	Village Shppng Ctr 69 Lafayette Road North Hampton, NH 03862	X	X	2	Rheem	RKKA-A060CK13E RKKA-A085CL13E
70	Swanzey	Wilbur's Market Place Rte 12, Troy Rd, 37 Monadnock Hwy Swanzey, NH 03431	X	X	3	Carrier (2) / York	48GP-060115321VS P3HUD20N10401C
75	Belmont	12 Old State Road, Unit 1 Belmont, NH 03220	X	X	1	Carrier	48TDB012-620
78	Hampstead	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	X	X	4	American Standard	AUD1C100A9481AA 4A7A3048A1000AA
79	Epping	5 Brickyard Square Epping, NH 03042	X	X	4	York	ZJ120N20V4CAB7A ZJ102N15V4CAA7A (X3)
81	Pembroke	Pembroke Crossing Plaza 619 Sand Road Pembroke, NH 03275	X	X	3	Lennox	ZGA102S4BM1Y (x2) ZGA072S4BH1Y
82	Warner	14 Nichols Mills Lane Warner NH 03278	X	X	3	Carrier	48TCED08A2A5A0A0A0 48TCED08A2A5ADA0A0A0 48TCED06A2A5A0A0A0A0
82	(cont)				2	Haier	1V12ES2VHA AW12ES2VHA
82	(cont)				1	Greenheck	6-085-06EX-QD

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 THERMAL STORAGE REFRIGERATION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 19, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **121498**

Certificate Number : **0004163382**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2018.

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

William M. Gardner
Secretary of State

(603)641-6000
Fax: (603)641-6627

**THERMAL STOR REFRIGERATION, INC.
CERTIFICATE OF VOTE**

I, Donald D. Herod, do hereby certify that I am the President of THERMAL STOR REFRIGERATION, INC. (hereinafter referred to as the "Corporation"), a New Hampshire corporation located at 8 Industrial Park Drive #7, Hooksett, NH, that I have been duly elected and that I am presently serving in that capacity in accordance with the By-Laws of the Corporation.

I further certify that the following action, unanimously voted upon and adopted by the Board of Directors of the Corporation on April 4, 2006, without a meeting, is presently in full force and effect and has not been revoked or rescinded as of the date hereof.

Resolved:

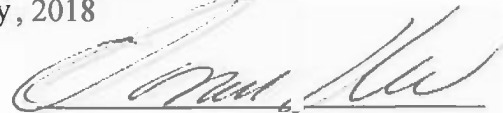
The Corporation desires and is hereby authorized to enter into one or more Contract agreements with the New Hampshire State Liquor Commission to provide heating and air conditioning service and maintenance for various New Hampshire State Liquor Store Locations, as well as any other related services in connection therewith.

Resolved:

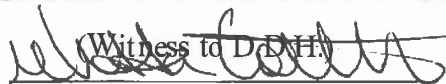
That, Donald D. Herod, President, or Lance R. Kelton, Vice President, acting singly, be and hereby authorized to execute, affix the corporate seal to and deliver, on behalf of the corporation, any and all agreements, contracts or documentation in relation thereto, the execution and delivery of which are required to obligate said Corporation in connection with the New Hampshire State Liquor Commission contract agreements to perform said heating and air conditioning services

IN WITNESS WHEREOF, I have hereunder subscribed my name this

23 Day of July, 2018

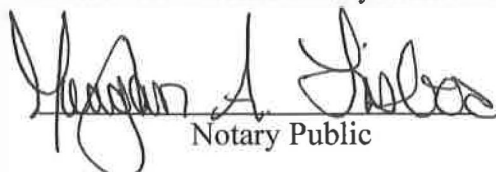


Donald D. Herod, President



Witness to D.D.H.

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



Notary Public

Meagan A. Lisboa
Notary Public, New Hampshire
Commission Expires 04/23/2019



THERSTO-01

SCALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2018

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

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

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Sherri A. Cole, ACSR

PHONE (AC, No, Ext): (603) 715-9764

FAX (A/C, No): (603) 225-7935

E-MAIL ADDRESS: scole@davistowle.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Patriot Insurance Company

32069

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Thermal Stor Refrigeration, Inc.
C/O Donald Herod
8 Industrial Park Dr #7
Hooksett, NH 03106

COVERAGES

CERTIFICATE NUMBER:

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP6274800	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea accident) \$ 500,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE D AUTO ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 6274800	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP6274800	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

N H State Liquor Commission
PO Box 503
Concord, NH 03302-0503

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION**

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 24th day of July, 2020, between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Thermal Stor Refrigeration, Inc., with a principal place of business at 8 Industrial Park Drive #7, Hooksett, New Hampshire 03106 (hereinafter the "Contractor").

The NHLC and Contractor originally entered into an agreement dated September 11, 2018, for the period from the NHLC's approval through July 31, 2021 ("The Agreement").

The Contractor is required to provide HVAC preventative maintenance and services for the NHLC Liquor and Wine Outlets.

The NHLC and Contractor desire to amend the Agreement in accordance with Section 18 governing Amendment of the General Provisions of the Agreement.

NOW THEREFORE, the NHLC and Contractor mutually agree to amend their existing Agreement as follows:

Form P-37: Agreement – General Provisions is hereby amended as follows:

1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect an increased price of \$150,000.00 Dollars (\$) for a price limitation of \$350,000.00.

Original Price Limitation
\$200,000.00

Revised Price Limitation
\$350,000.00

2. Amend Exhibit B (Budget and Method of Payment), Section 1. Services, Part 1. preventative Maintenance (PM) – Fixed Cost by Store by deleting and replacing the pricing list to the list below.

1. SERVICES

A. Preventative Maintenance (PM) – Fixed Cost by Store (Price includes Materials, Equipment, Labor and Transportation)

ST	LOCATION	FALL PM	SPRING PM	WINE VAULT & COOLER PM 2x	Quarterly filter change	EMS (Perform 2x Year)	Two add'l filter changes	TOTAL YEARLY PM
HQ	NHLC Headquarters	\$2,400.00	\$2,800.00		\$4,000.00	\$1,280.00	\$2,000	\$12,480.00
1	Concord	\$300.00	\$400.00	\$500.00				\$1,200.00
2	Chesterfield	\$550.00	\$550.00		\$1,200.00	\$1,280.00	\$600.00	\$4,180.00
3	Manchester	N/A	\$250.00					\$250.00
4	Hooksett	\$350.00	\$450.00					\$800.00
5	Berlin	\$450.00	\$550.00					\$1,000.00
6	Portsmouth	N/A	\$300.00					\$300.00
7	Littleton	\$500.00	\$500.00			\$780.00	\$600.00	\$2,380.00
10	Manchester	\$450.00	\$550.00	\$500.00				\$1,500.00
11	Lebanon	N/A	\$300.00					\$300.00
12	Center Harbor	\$350.00	\$450.00					\$800.00
13	Somersworth (Tri-City)	\$350.00	\$450.00	\$700.00				\$1,500.00
14	Rochester	\$450.00	\$550.00	\$700.00				\$1,700.00
15	Keene	\$550.00	\$550.00		\$1,200.00	\$630.00	\$400.00	\$3,330.00
16	Woodsville	\$450.00	\$550.00					\$1,000.00
17	Franklin	Closed	Closed					Closed
18	Colebrook	\$450.00	\$550.00	\$500.00				\$1,500.00
19	Plymouth	\$400.00	N/A	\$700.00				\$1,100.00
20	Derry	N/A	\$350.00					\$350.00
21	Peterborough	\$300.00	\$400.00	\$500.00				\$1,200.00

NHLC
HVAC- PM

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Contractors Initials

Date

21
2/21/2020

22	Brookline	\$300.00	\$400.00					\$700.00
23	Conway	\$800.00	\$900.00	\$500.00				\$2,200.00
24	Newport	\$300.00	\$400.00					\$700.00
25	Stratham	\$350.00	\$350.00			\$630.00	\$600.00	\$1,930.00
27	Nashua	\$750.00	\$850.00					\$1,600.00
28	Seabrook Beach	\$450.00	\$550.00	\$700.00				\$1,700.00
29	Whitefield	\$300.00	\$400.00					\$700.00
33	Manchester	\$450.00	\$550.00	\$700.00	\$1,200.00		\$600.00	\$3,500.00
34	Salem	\$800.00	\$900.00	\$700.00				\$2,400.00
35	Hillsboro	\$300.00	\$400.00					\$700.00
36	Jaffrey	\$250.00	\$350.00					\$600.00
37	Lancaster	\$300.00	\$400.00	\$500.00				\$1,200.00
38	Portsmouth	\$450.00	\$550.00	\$700.00	\$3,000.00 (monthly changes)	\$4,000.00		\$8,700.00
39	Wolfeboro	\$450.00	\$550.00					\$1,000.00
40	Walpole	\$350.00	\$450.00					\$800.00
41	Seabrook			\$700.00				\$700.00
42	Meredith	\$450.00	\$550.00					\$1,000.00
44	New Hampton	\$450.00	\$550.00	\$700.00				\$1,700.00
45	Pittsfield	\$200.00	\$300.00					\$500.00
47	Lincoln	\$350.00	\$450.00					\$800.00
48	Ilinsdale	\$350.00	\$450.00					\$800.00
50	Nashua	\$800.00	\$900.00	\$700.00				\$2,400.00
51	Pelham	\$300.00	\$400.00					\$700.00
52	Gorham	\$300.00	\$400.00					\$700.00

55	Bedford	\$450.00	\$550.00	\$700.00				\$1,700.00
56	Gilford	\$300.00	\$400.00					\$700.00
57	Ossipee	\$350.00	\$450.00					\$800.00
58	Goffstown	\$300.00	\$400.00					\$700.00
59	Merrimack	\$800.00	\$900.00					\$1,700.00
60	West Lebanon	\$500.00	\$600.00	\$700.00				\$1,800.00
61	Londonderry	\$450.00	\$450.00	\$500.00				\$1,400.00
62	Raymond	\$350.00	\$350.00			\$630.00	\$350.00	\$1,680.00
63	Winchester	\$250.00	\$350.00					\$600.00
64	New London	\$350.00	\$450.00					\$800.00
65	Campton	\$350.00	\$450.00					\$800.00
66	Hooksett North	\$450.00	\$550.00		\$3000.00 (10 filter changes per year)	\$2,756.00 Trane Controls		\$6,756.00
67	Hooksett South	\$450.00	\$550.00		\$3,000.00 (10 filter changes per year)	\$2,756.00 Trane Controls		\$6,756.00
68	North Hampton	\$300.00	\$400.00					\$700.00
69	Nashua	\$650.00	\$650.00	\$700.00	\$1,200.00			\$3,200.00
70	Swanzey	\$450.00	\$550.00					\$1,000.00
73	Hampton South	\$550.00	\$650.00		\$1,200.00	\$630.00		\$3,030.00
76	Hampton North	\$550.00	\$650.00		\$1,200.00	\$1,280.00		\$3,680.00
75	Belmont	Closed	Closed					Closed
78	Hampstead	\$600.00	\$700.00					\$1,300.00
79	Epping	\$600.00	\$700.00	\$700.00				\$2,000.00
81	Pembroke	\$450.00	\$550.00	\$500.00				\$1,500.00
82	Warner	\$600.00	\$700.00	\$700.00				\$2,000.00

84	Tilton	\$600.00	\$700.00	\$700.00			\$600.00	\$2,600.00
	TOTAL	\$28,800	\$35,200	\$15,200	\$20,200	\$16,652	\$5,750	\$121,802.00

3. Amend Exhibit D, Equipment and Maintenance Tasks to insert a new section at the end of Exhibit D titled **ENERGY MANAGEMENT AND CONTROL SYSTEM** that contains the language provided below.

ENERGY MANAGEMENT AND CONTROL SYSTEM

Contractor is a Qualified Services Company that is capable of and responsible for performing Energy Management Systems service and is a Johnson Controls Authorized Building Controls Specialist (ABCS).

Contractor is responsible for emergencies or failures and clearing outstanding alarms.

Preventative Maintenance: Perform the following procedures two (2) times annually:

- Review proper operation, Verify that equipment starts and stops properly, check that set points are maintained, and verify scheduling.
- Inspect control panels.
- Verify remote communications.
- Conduct point-to-point check out, including visual inspection of all field devices.
- Review software programming.
- Archive historical data stored in the EMS.
- Install software and firmware updates, as available and as needed.
- Rectify any deficiencies.
- Report any HVAC-related deficiencies not related to this contract.
- Inspect conventional controls.
- Perform pneumatic air compressor maintenance.
- Written report of service.
- Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:

- Monitor scheduling at least monthly and adjust for schedule changes and holidays on an as-needed basis.
- Review historical trend data periodically to identify unusual or out-of-range condition.

- Respond to initial alarms and rectify underlying problems.
- Coordinate with Ameresco on any programming modifications.

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.

Contractor shall maintain the following facility performance requirements:

In conditioned areas, space temperatures will be maintained between 68°F and 76°F, dry bulb during the heating season and scheduled occupied periods as controlled by the space thermostats or room sensors. These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air must conform to ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality." Where humidity control is possible in buildings, 30% - 60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points.

During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperature or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F to 76°F range by the start of the next occupied period.

4. Amend Exhibit E (Store Information List) by deleting and replacing the store information list with the list below.

ST	LOCATION/ ADDRESS	AC	HEAT	# OF UNI TS	MAKE	MODEL#
HQ	NHLC Headquarters 50 Storrs Street Concord, NH 03301 Including Office Space, Warehouse, Computer Room (EMS) System			5	EMS System Mod Con 850 Boilers	
				1	Trane Roof-Top A/C Chiller	
				2	Radiant Heaters	
				1	Computer Room Humidifier	
				5	Motors	
				1	VFD	

NHLC
HVAC-PM

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Contractors Initials Xid
Date 2/21/2021

				1	AHUD	
				1	Mitsubishi AC	KG36FKI
				1	Carrier Combination HVAC Roof-Top Unit	50DB008400DA
				1	GE AC	BGTC06B3D
				7	Exhaust Fans & Blowers	
				14	Dunham & Bush Unit Coil Heaters	
				1	Johnson Control Dry Flow Air Dryer	
				2	Air Compressors, Pneumatic Controls	
				2	Return Air Fan Units	
				3	Trane Multi-Zone Air Handling Units With Hot & Cold Decks	
1	80 Storrs Street Ames Plaza Concord, NH 03302	X	X	2	Carrier RTU	48TCFD14A3A5A0A0A0 48TCEA07A2A5A0A0A0
2	100NH-9 West Chesterfield, NH 03466				York	XP180C00S2AZZ10001 A S/N N1L2243836
				4	16x20x2	
				4	15x25x2 Belt Size BX78	
					York	
				1	15x20x2	XP060C00B2AZZ20001 A S/N N1L2251079
				1	14x25x2 Belt Size DD	

				(2)	Weil McClain WGO-7 Boilers	
3	Manchester-Boston Regional Airport 1 Airport Road Suite 205 Manchester, NH 03103	X		1	Carrier	FB4CNF036
5	IGA Shopping Plaza 17 Pleasant Street Berlin, NH 03570	X	X	3	Comfortmaker (2) Thermo-Pride	PAMA048G1 PAMA048G1 CDB1-125N
6	PickNPay 738 Islington Street Portsmouth, NH 03801	X		2	Rheem	RKNL-B120CL22E
7	Globe Plaza Rte 302 568 Meadow St Littleton, NH 03561			1 1 4	(EMS) System Lennox Carrier 20x20x1 Filters	GCS161353227054 48DJE007500
10	68 Elm Street Manchester, NH 03103	X	X	3	Lennox	KGA09084BM3Y KGA090S4BM3Y KGA120S4BM3Y
11	12 Centerra Parkway Lebanon, NH 03766	X		2	York	D1EG090N16525ECA D2EG150N200255TC
12	Route 25, 12 A Main St. Senter's Marketplace Unit #1 Center Harbor, NH 03226			2 2	Lennox Condensing Unit	G4OUH-60C-110-14 5906h10351 13ACD060-230-04
13	481 High Street Somersworth, NH 03878			1	Carrier	48LJE008-521HF
14	Ridge Marketplace 170 Market Place Blvd Unit #1 Rochester, NH 03867	X	X	3	Johnson Control York	J12ZJS24D4B2PCD2A1 J15ZJS30B4B2PCD2A1 J15ZJS30B4B2PCD2A1
15	6 Ash Brook Court Keene, NH 03431			1 1	(EMS) System Carrier Carrier	48TFE012-A-511

				1	Micro Melt Model	48TFE008-A-511
				2	Weil McLain Model #Ultra 230	#ERV-B-1420-H23JE9
				8	20x20x2 Filters	
				4	16x20x2 Filters	
				4	20x25x2 Filters	
16	Butson's Complex 1 Forest Street Woodsville, NH 03785	X	X	3	Comfortmaker (2) Burnham	PAMA048GI PAMA048GI V-18A-T
17	Franklin Shopping Center 880 Central Street Franklin, NH 03235	X		1	The Trane Company	YSC090A3ELA2TD0000 0000
18	16 Metallack Place Colebrook, NH 03576	X	X	3	York (2) Dakin	D1EG120N20025C D1EG090N16525C RK12NMVJU
19	22 Ridge View Lane Plymouth, NH 03261		X	2	Bryant Carrier	369AAN060120 58HS10011ICA
20	Derry Meadow Shoppes 35 Manchester Road Derry, NH 03038	X		1	The Trane Company	GAD180A3EHA0000
21	Peterborough Plaza 19 Wilton Rd., Suite #1 Peterborough, NH 03458	X	X	2	Carrier Modine	48TMF016-511AA PAH55AF
22	44A Route 13 Brookline, NH 03033	X	X	2	York Modine	DM150N20N2AAA2A
23	Continued		X	4	Bryant	912SB66120S24-A-A
24	Sugar River Shopping Ctr 52 John Stark Highway Newport, NH 03773	X	X	2	York Carrier	ZF090N15N2AAA5A 48HDF00850
25	Kings Highway Plaza 28B Portsmouth Ave Stratham, NH 03885				(EMS) Plaza	
				1	American Standard	YCD0603H0BE
				1	American Standard	YCD090C3H0BE

				3 2	16x25x1 Filters 20x25x1 Filters	
27	Market Place Plaza 300 Main Street Nashua, NH 03060	X	X	5	American Standard (4) Reznor	YSC060A4RHA00000HD FE50
28	186 Ocean Blvd Seabrook, NH 03874		X	3	American Standard (2) Reznor	AUX120X960D3 UDAP100
28	Continued	X		2	American Standard	2A7A1060A1000A
29	100 Lancaster Road Whitefield, NH 03598	X	X	2	Thermo-Pride	1224-1
33	North Side Plaza 1100 Bicentennial Drive Manchester, NH 03104	X	X	3	John Controls York	DSV120A2E1AAOA-A D1EA-180A25BH
34	Rockingham Mall 92 Cluff Crossing #4 Salem, NH 03079					
35	15 Antrim Road, Suite #1 Hillsboro, NH 03244	X	X	2	The Trane Company	YHC063A3RHA11A0A0 CIB0000
36	Monadnock Plaza 80 Peterborough Street Jaffrey, NH 03452	X	X	1	York	D6CG090N09925C
37	Butson's Marketplace 199A Main Street Lancaster, NH 03584	X	X	1	York	D4CG090N16525A
38	Portsmouth Tfc Crel 500 Woodbury Portsmouth, NH 03801	X	X	6		
39	35 Center Street Wolfeboro, NH 03896	X	X	3	American Standard Carrier	38CKB060301 38YKC060300 7A0060B1001A
40	32 Ames Plaza Lane Walpole, NH 03608	X	X	2	York	D2CG036N08225B
42	Old Province Common 71 Route 104 Meredith, NH 03253	X		3	Lennox	H518-311-78 H518-651-8P H518-651-8P
42	Continued		X	3	Lennox	G818Q06-75-8 GS18Q04-5E-140-5 GS18Q04-5E-140-5

44	325 NH Route 104 Suite #11 New Hampton, NH 03256	X	X	3	Lennox	KGA102S4B524 KGA102S4B82Y KGA072S4BH1Y
45	6 Water Street Pittsfield, NH 03263	X	X	1	Carrier	4CGB060300
47	165 Main Street Unit 6 Lincoln, NH 03251	X	X	2	York Goodman	P3URD20N13001C GU1150-5
48	849 Brattleboro Road Hinsdale, NH 03451	X	X	2	Carrier	48TCED12A2A5AOAOA O 48TME008-A201
50	Willow Springs Plaza 294 DW Highway Nashua, NH 03060	X	X	5	Trane	YSD210F4RHBOAHOB
50	Continued			2	Mitsubishi	MUYD36NA
50	Continued			1	Greenheck	GB141HP-4-X
50	Continued			1	Reznor	SCA150-5
51	Route 38 Pelham, NH 03076	X	X	2	York	DM060N10A2AAA1A DJ048N10A2AAA2
52	Androscoggin Plaza 159 Main Street Gorham, NH 03581	X	X	1	Thermo-Pride	TCJD60541S4A OL20-151FD
55	9 Leavy Drive Bedford, NH 03110	X	X	3	Lennox	KGA120S4BM3Y KGA120S4BM3Y KGA150S4BM2Y
56	18 Weirs Road Gilford, NH 03246	X	X	2	York	DM090N15N2AAA3A
57	Indian Mound Shp Ctr 240 Route 16B Center Ossipee, NH 03814					
58	Shop N Save Plaza 605 Mast Road Goffstown, NH 03102	X	X	2	Lennox	GCS16-653-75-5Y
59	Merrimack Shp Ctr 6 Dobson Way, Suite A Merrimack, NH 03054	X	X	5	Carrier	48TME005-A-501HQ
60	265 Plainfield Road West Lebanon, NH 03784					
61	137 Rockingham Road Londonderry, NH 03053					

62	Raymond Shopping Center Route 27 RFD 2 Raymond, NH 03077					
63	30 Warwick Rd, Suite 1 Winchester, NH 03470	X	X	1	American Standard	YSC120A3EHA2R
64	New London Shp Ctr Route 11 New London, NH 03257	X	X	2	Amana	ACFC60A0UA GH140A50
65	Center at Campton Corner 25 Vintinner Road Campton, NH 03223	X	X	2	Lennox	C33-48C-2F-3
66	530 West River Rd Hooksett, NH 03106				EMS System Main Air Handler Climate Changer Boiler Modcon Condensing Unit - Trane	#CSAA035UAJ00 Serial #K14C22218 #850 Serial #092313B1073476 RAVJC404BC1300D0000 00 Serial #C14E02606
67	25 Springer Road Hooksett, NH 03106				EMS System Main Air Handler Climate Changer Boiler Modcon Condensing Unit Trane	Model # CSAA035UAJ00 Serial # K14C22002 Model #850 Serial# 092413B1073587 Model# RAVJC404BC1300D0000 00 Serial# C14E026064
68	Village Shopping Center 68 Lafayette Road	X	X	2	Rheem	RKKA-A060CK13E RKKA-A085CL13E

	N. Hampton, NH 03862					
69	25 Coliseum Ave Nashua, NH 03063			9	EMS System Heat Pumps – FHP ES-Series	Models ES024-4HZC ES048-4HZC ES060-4HZC ES071-1HZC
				1	Energy Recovery Ventilator – Venmar	
				1	Kitchen Exhaust Fan – Captive Air	#VHC42PP2XGBBSHRD BAA
				1	InLine Fan – Captive Air	NCA14FA
				1	Circulating Pumps – Taco	SIBD080A-CA
				4		#KV3006 – (2) 1.5hp & (2) 5hp
70	Wilbur's Market Place Route 12, Troy Road 37 Monadnock Highway Swanzey, NH 03431	X	X	3	Carrier (2) York	48GP-060115321VS P3HUD20N10401C
73	Interstate 95 South Hampton, NH 03843			3	EMS System	
				3	Olsen Oil Fired Hot Furnace	#BCL170
				2	Weil McLain	#AB-WGO-7
				1	Dels Champs Air Handling Unit	#EZA2285
				1	Trane Air Handling Unit Model	#mccaol4booboou
					Trane CHU	
					Taco Heat Pumps	

				1	Taco Heat Pump	#f1db12o1 bno1ba
				2	Model	#1614c3n2
				1	Taco Heat Pump Trane RAUC-IOM- 12 Condensing Unit	#0014-f1
				1	VAVUnits	#0013-f3
				1	16x25x2 Filters	
				6		VAV-IN-23 & VAV- IOM-8M
				8		
75	12 Old State Road Unit 1 Belmont, NH 03220	X	X	1	Carrier	48TDB012-620
76	Interstate 95 North Hampton, NH 03843- 2o8l				EMS System	
				1	Lochinvar Boiler	pblo502
				1	A/C 48.5 Ton McQuay	ALP055C
				2	Model Ad Air Cooled Condensing Units & Air Handlers	AD060H
					Cook Exhaust Fans	
				3	Cook Exhaust Fan	GEM640
					Cook Exhaust Fan	
				1	Lochinvar Gas Boiler	GEM111

				1	McQuay Unit Heaters	GEM420
					McQuay Unit Heater	
				1	McQuay Cabinet Heaters	PBN0750
				2	McQuay Air Handlers With Heating & Cooling	UHH-0528
				1	Coils	UHH-0228
				2	McQuay	CHF003A
					McQuay (Entry Vestibule)	
				2	McQuay (Exit)	
					EZ Aire Fresh Air Reclaim (Restroom)	
				1	Reznor Heating Unit	ALP055C
				1	16x25x2 Filters	SCB121BR
					8x25x1 Filters	
				1	20x25x1 Filters	SCB081B
				1		EZA-2285
				1		X100-8-S-2-E
				12		
				4		

				1		
78	416 Emerson Ave. Unit 6 Hampstead, NH 03841	X	X	4	American Standard	AUD1C100A9481AA 4A7A3048A1000AA
79	5 Brickyard Square Epping, NH 03042	X	X	4	York	ZJ120N20V4CAB7A ZJ102N15V4CAA7A (X3)
81	Pembroke Crossing Plaza 619 Sand Road Pembroke, NH 03275	X	X	3	Lennox	ZGA102S4BM1Y (x2) ZGA072S4BH1Y
82	14 Nichols Mills Lane Warner, NH 03278	X	X	3	Carrier	48TCED08A2A5A0A0A0 48TCED08A2A5ADA0A 0A0 48TCED06A2A5A0A0A0 A0
82	Continued			2	Haier	1V12ES2VHA AW12ES2VHA
82	Continued			1	Greenheck	6-085-6EX-QD

5. Amend Exhibit B of the September 11, 2018 Agreement, Services other than preventative maintenance to insert the following pricing for EMS-related services:

EMS Mon. thru Fri. - Regular Hours \$85.00/hour

Weekends, Holidays, and After-Scheduled Working Hours \$127.50/hour

6. Except as provided herein, all other provisions of the Agreement dated September 11, 2018 shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY

Joseph W. Mollica

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

7/24/2020

Date

THERMAL STOR REFRIGERATION, INC.

Lance R. Kelton
Lance R. Kelton, Vice President

Notary Public, State of New Hampshire
My Commission Expires Feb. 5, 2025

Page 16 of 17

NHLC
HVAC- PM

7/21/2020
Date

Contractors Initials *TK*
Date *7/21/2020*

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

On this 21st day of July, 2020, before me, Lance R. Kelton, the
(Notary/Justice of the Peace's Name)

Undersigned officer, personally appeared the above-named Lance R. Kelton, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he executed this document in the capacity indicated above.


In witness thereof I hereto set my hand and official seal.

Zachary J. Peacock
Notary Public, State of New Hampshire
My Commission Expires Feb. 5, 2025

Notary Public/Justice of the Peace

My Commission Expires: February 5, 2025

Approved for Form, Substance and Execution


James C. Vara, Chief Legal Counsel
Francis Fredericks, Legal Counsel
New Hampshire Liquor Commission

7-23-20
Date

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 THERMAL STOR REFRIGERATION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 19, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 121498

Certificate Number: 0004962374



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A.D. 2020.

A handwritten signature in cursive script, reading "Wm Gardner".

William M. Gardner
Secretary of State

THERMAL STOR REFRIGERATION, INC.
REFRIGERATION & AIR CONDITIONING

8 Industrial Park Drive #7
Hooksett, NH 03106

(603)641-6000
Fax: (603)641-6627

THERMAL STOR REFRIGERATION, INC.
CERTIFICATE OF VOTE

I, Donald D. Herod, do hereby certify that I am the President of THERMAL STOR REFRIGERATION, INC. (hereinafter referred to as the "Corporation"), a New Hampshire corporation located at 8 Industrial Park Drive #7, Hooksett, NH, that I have been duly elected and that I am presently serving in that capacity in accordance with the By-Laws of the Corporation.

I further certify that the following action, unanimously voted upon and adopted by the Board of Directors of the Corporation on April 4, 2006, without a meeting, is presently in full force and effect and has not been revoked or rescinded as of the date hereof

Resolved:

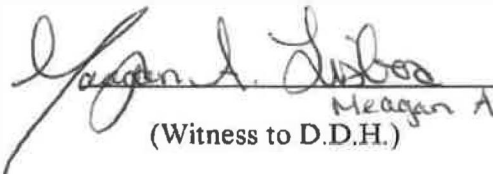
The Corporation desires and is hereby authorized to enter into one or more Contract agreements with the New Hampshire State Liquor Commission to provide heating and air conditioning service and maintenance for various New Hampshire State Liquor Store Locations, as well as any other related services in connection therewith.


Resolved:

That, Donald D. Herod, President, or Lance R. Kelton, Vice President, acting singly, be and hereby authorized to execute, affix the corporate seal to and deliver, on behalf of the corporation, any and all agreements, contracts or documentation in relation thereto, the execution and delivery of which are required to obligate said Corporation in connection with the New Hampshire State Liquor Commission contract agreements to perform said heating, air conditioning and refrigeration services

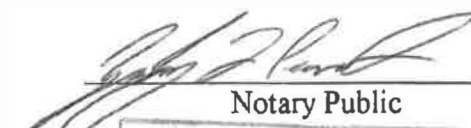
IN WITNESS WHEREOF, I have hereunder subscribed my name this

22 Day of July, 2020


Megan A. Lisbon
(Witness to D.D.H.)


Donald D. Herod, President

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


Notary Public
Zachary J. Fearcock
Notary Public, State of New Hampshire
My Commission Expires Feb. 5, 2025





THERSTO-01

SCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2019

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

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

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Sherri A. Cole, ACSR

PHONE (A/C, No, Ext): (603) 715-9764

FAX (A/C, No): (603) 225-7935

E-MAIL ADDRESS: scole@davistowle.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Patriot Insurance Company

32069

INSURED

Thermal Stor Refrigeration, Inc.
C/O Donald Herod
8 Industrial Park Dr #7
Hooksett, NH 03106

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 CERTIFICATION 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY SUP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		6649979	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		6649978	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB		6649979	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 200,000 AGGREGATE \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	DED <input checked="" type="checkbox"/> RETENTION \$ 1,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE <input checked="" type="checkbox"/> OTHER <input checked="" type="checkbox"/> EL - EACH ACCIDENT \$ EL - DISEASE - EA EMPLOYEE \$ EL - DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

CERTIFICATE HOLDER

CANCELLATION

NH State Liquor Commission
PO 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

Sherri Cole

**STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION**

SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 8th day of April, 2021, between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Thermal Stor Refrigeration, Inc., with a principal place of business at 8 Industrial Park Drive #7, Hooksett, New Hampshire 03106 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into an agreement dated September 11, 2018 ("the Agreement"), pursuant to which Contractor is required to provide HVAC preventative maintenance and other services for the NHLC.

WHEREAS on July 24, 2020, the parties amended the September 11, 2018 agreement to affect various service, location, and equipment-related updates.

WHEREAS the initial September 11, 2018 agreement, as modified by the July 24, 2020 amendment, expires on July 31, 2021, and the NHLC and Contractor desire to amend the Agreement to extend its term for an additional two years as contemplated in Section 3 of Exhibit A to the initial September 11, 2018 agreement.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

Form P-37: Agreement – General Provisions is amended as follows:

1. Amend Section 1.7 of the General Provisions of the Agreement (Form P-37) to reflect a completion date of July 31, 2023.

<u>Original Completion Date</u>	<u>Amended Completion Date</u>
July 31, 2021	July 31, 2023

2. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a \$600,000.00 increase to the current price limitation, which shall result in a Second Revised Price Limitation of \$950,000.00.

<u>Original Price Limitation</u>	<u>First Revised Price Limitation</u>	<u>Second Revised Price Limitation</u>
\$200,000.00	\$350,000.00	\$950,000.00

Except as provided herein, all other provisions of the Agreement dated September 11, 2018, as modified by the July 24, 2020 amendment, shall remain in full force and effect.

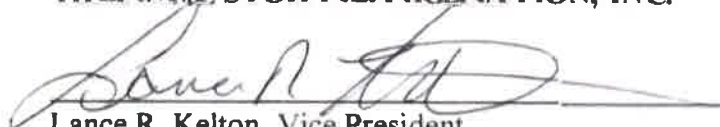
CONTRACTING OFFICER FOR STATE AGENCY



Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

4/8/2021
Date

THERMAL STORAGE REFRIGERATION, INC.



Lance R. Kelton, Vice President

4/8/2021
Date

Approved for Form, Substance and Execution



James C. Vara, Chief Legal Counsel
Francis Fredericks, Legal Counsel
New Hampshire Liquor Commission

4/8/2021
Date

(603)641-6000
Fax: (603)641-6627

THERMAL STOR REFRIGERATION, INC.
CERTIFICATE OF VOTE

I, Donald D. Herod, do hereby certify that I am the President of THERMAL STOR REFRIGERATION, INC. (hereinafter referred to as the "Corporation"), a New Hampshire corporation located at 8 Industrial Park Drive #7, Hooksett, NH, that I have been duly elected and that I am presently serving in that capacity in accordance with the By-Laws of the Corporation.

I further certify that the following action, unanimously voted upon and adopted by the Board of Directors of the Corporation on April 4, 2006, without a meeting, is presently in full force and effect and has not been revoked or rescinded as of the date hereof.

Resolved:


The Corporation desires and is hereby authorized to enter into one or more Contract agreements with the New Hampshire State Liquor Commission to provide heating, air conditioning and refrigeration service and maintenance for various New Hampshire State Liquor Store Locations, as well as any other related services in connection therewith.

Resolved:

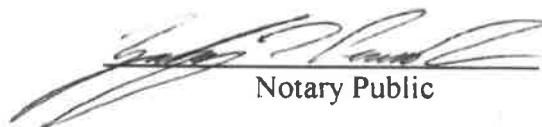
That, Donald D. Herod, President, or Lance R. Kelton, Vice President, acting singly, be and hereby authorized to execute, affix the corporate seal to and deliver, on behalf of the corporation, any and all agreements, contracts or documentation in relation thereto, the execution and delivery of which are required to obligate said Corporation in connection with the New Hampshire State Liquor Commission contract agreements to perform said heating, air conditioning and refrigeration services

IN WITNESS WHEREOF, I have hereunder subscribed my name this
8 Day of April, 2021


(Witness to D.D.H.)


Donald D. Herod, President

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


Notary Public

Zachary J. Peacock
Notary Public, State of New Hampshire
My Commission Expires Feb. 5, 2025



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 THERMAL STOR REFRIGERATION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 19, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 121498

Certificate Number: 0005343715



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2021.

A handwritten signature in dark ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



THERSTO-01

SC01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2020

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

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

PRODUCER Davis & Towle Merrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Sherri A. Cole, ACSR PHONE (A/C, No., Ext.): (603) 715-9764 E-MAIL ADDRESS: scole@davistowle.com FAX (A/C, No.): (603) 225-7935
INSURED Thermal Stor Refrigeration, Inc. C/O Donald Herod 8 Industrial Park Dr #7 Hooksett, NH 03106	INSURER(S) AFFORDING COVERAGE INSURER A: Patriot Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC# 32069

COVERAGES

CERTIFICATE NUMBER:

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			6649979	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (A/C, No. per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6649978	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			6649979	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory Health) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

N H State Liquor Commission
PO 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

Sherri Cole

**STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION**

THIRD AMENDMENT TO AGREEMENT

This Amendment to Agreement is made this 11th day of May, 2022, between the New Hampshire Liquor Commission (hereinafter the "NHLC") and Thermal Stor Refrigeration, Inc., with a principal place of business at 8 Industrial Park Drive #7, Hooksett, New Hampshire 03106 (hereinafter the "Contractor").

WHEREAS the NHLC and Contractor entered into an agreement dated September 11, 2018 ("the Agreement"), pursuant to which Contractor is required to provide HVAC preventative maintenance and other services for the NHLC.

WHEREAS on July 24, 2020, the parties amended the September 11, 2018 agreement to affect various service, location, and equipment-related updates, and for an increased price limitation of \$150,000.00.

WHEREAS on April 8, 2021 the parties entered into a second amendment to exercise their one two-year extension, and for an increased price limitation of \$600,000.00.

NOW THEREFORE, the NHLC and Contractor, in accordance with Section 18 of the General Provisions of the Agreement, mutually agree to amend their existing Agreement as follows:

Form P-37: Agreement – General Provisions is amended as follows:

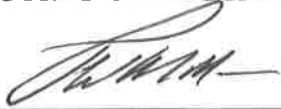
1. Amend Section 1.8 of the General Provisions of the Agreement (Form P-37) to reflect a \$100,000.00 increase to the current price limitation, which shall result in a Third Revised Price Limitation of \$1,050,000.00.

<u>Original Price Limitation</u>	<u>First Revised Price Limitation</u>	<u>Second Revised Price Limitation</u>
\$200,000.00	\$350,000.00	\$950,000.00

Third Revised Price Limitation
\$1,050,000.00

Except as provided herein, all other provisions of the Agreement dated September 11, 2018, as modified by any subsequent amendments, shall remain in full force and effect.

CONTRACTING OFFICER FOR STATE AGENCY



Joseph W. Mollica, Chairman
New Hampshire Liquor Commission

5/11/2022

Date

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THERMAL STOR REFRIGERATION, INC.



Lance R. Kelton, Vice President

5/11/2022

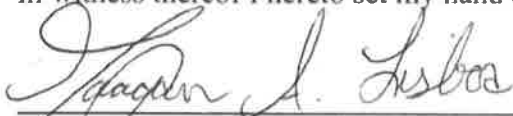
Date

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 11 day of May, 2022, before me, Meagan A. Lisboa, the  
(Notary/Justice of the Peace's Name)

undersigned officer, personally appeared the above-named Lance R. Kelton, known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he executed this document in the capacity indicated above.

In witness thereof I hereto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires: June 5, 2024

MEAGAN A. LISBOA, Notary Public  
My Commission Expires June 5, 2024



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Approved for Form, Substance and Execution



James C. Vara, Chief Legal Counsel
Francis Fredericks, Legal Counsel
New Hampshire Liquor Commission

5-11-22

Date