



New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503
Concord, N.H. 03302-0503
(603) 230-7026

24A
Joseph W. Mollica
Chairman

Michael R. Milligan
Deputy Commissioner

June 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Liquor Commission (NHSLC) to enter into a contract with Eckhardt & Johnson, Inc., 896 Goffs Falls Rd., Manchester NH 03103 (Vendor #154179), to replace boilers at the NHSLC headquarters building, effective upon Governor and Council approval through June 30, 2015. 100% Liquor Funds

Funding to be established in account # 02-77-77-770012-1010, LIQUOR COMMISSION, OFFICE OF THE COMMISSIONERS;

Class #	Class Description	FY14
030-500311	Equipment – General (New)	\$186,698.60
	Total:	\$186,698.60

EXPLANATION

The boilers in our headquarters building at 50 Storrs Street have failed and must be replaced this summer – prior to our next heating season. These boilers provide heat to our office space and warehouse. We have been working since late spring to identify boiler systems that would function with the low level of gas pressure serving our building. While the Commission has an existing contract with Eckhardt & Johnson to perform heating and plumbing repairs, due to the cost of this project, we felt it was prudent to issue an RFP for the boiler replacement project. Eckhardt & Johnson was the only bidder that qualified.

Respectfully Submitted,
New Hampshire State Liquor Commission

Joseph W. Mollica
Chairman

State of New Hampshire Liquor Commission
RFB 2014-07 - Boiler Replacement at NHSLC Headquarters
Bid Result

Company	Status / Price	Rates			
		Hourly Rates Mon - Fri (per hour)	Hourly Rates After Hours (per hour)	Percent of Mark Up (%)	Mileage Charge
Eckhardt & Johnson, Inc. 896 Goffs Falls Rd., Manchester NH 03103	Awarded \$169,726.00	\$64.50	\$96.75	15%	\$0.38
Total Climate Control PO Box 6651 Penacook, NH 03303	Did not qualify \$135,534.00	\$89.00	\$133.00	10%	n/a

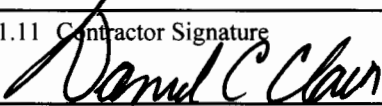

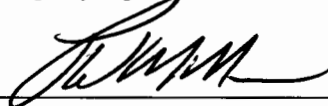
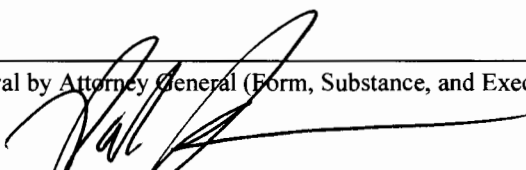
Subject: BOILERS REPLACEMENT AT LIQUOR HEADQUARTERS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name Eckhardt & Johnson, Inc.		1.4 Contractor Address 896 Goffs Falls Rd., Manchester NH 03103	
1.5 Contractor Phone Number (603) 622-7493	1.6 Account Number 02-77-77-771512-1010-030-500311	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$186,698.60
1.9 Contracting Officer for State Agency Craig Bulkley, Director of Administration		1.10 State Agency Telephone Number 603-230-7008	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory DANIEL C CLAIR PRESIDENT	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On, <u>June 25, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name and Title of Notary Public or Justice of the Peace BETTY J. STEVENS, Notary Public My Commission Expires November 30, 2016			
1.14 State Agency Signature 		1.15 Name/Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By:  On: <u>6/25/14</u>			
1.18 Approval by Governor and Council By: _____ On: _____			

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

3. EFFECTIVE DATE/ COMPLETION OF SERVICES.

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, ("Effective Date")

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials Doc
Date 4/29/14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1. failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESEVATION.

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

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. Fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

Contractor Initials DCC
Date 6/29/19

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under the Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER'S COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials DC
Date 6/25/14

EXHIBIT A – PART ONE
REQUIREMENTS

1. SCOPE OF SERVICES:

The State of New Hampshire Liquor Commission (“NHLC”) proposes to enter into an agreement with Eckhardt & Johnson (“Contractor”) contractor to provide all parts and labor, except where otherwise described within, for boiler replacements at NHLC Headquarter located at 50 Storrs St., Concord, NH

Services shall be accomplished in accordance with the specifications described herein, and in NHLC RFB #2014-07.

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

2. PROJECT DELIVERABLES:

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

- 2.1.1. Removal of the 3 existing boilers, all three vents and fresh air piping, all related power and control wiring, boiler and gas piping, that is not being re-used.
- 2.1.2. Installation of a total of three (3) new all natural gas Modcon Boilers: two (2) – 1700 models and one (1) – 850 model.
- 2.1.3. Install quantity of three (3) Taco, 3 phase, 1900 series Boiler pumps and related piping.
- 2.1.4. Convert heating system to primary / secondary piping system. Install related supply and return water piping for boilers and tie-ins to existing system.
- 2.1.5. Install new CPVC boiler flue vent piping thru roof at existing vent locations. (Roofing to be done by the NHLC).
- 2.1.6. Install new PVC fresh air piping for each boiler to one ten inch main header thru the roof. (Roofing to be done by the NHLC).
- 2.1.7. Installation of boiler acid neutralizers complete with piping to drain.
- 2.1.8. All related power and control wiring to new boilers and new pumps included.
- 2.1.9. All related piping insulation and pipe ID labels.
- 2.1.10. Factory assistance in complete startup of boilers.
- 2.1.11. Owner instructions and complete owner’s manuals
- 2.1.12. Includes all permits basic drawings and inspections
- 2.1.13. Add large concrete pad to receive new boilers.
- 2.1.14. All equipment offered by the Vendor must be new; No equipment shall be used, rebuilt, or refurbished. No equipment shall have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.
- 2.1.15. Warranty: All service, parts, and labor, is warranted for 30 days. This provision in no way alters the manufacturers’ warranty.

EXHIBIT A – PART ONE

REQUIREMENTS

- 2.1.16. The vendor will invoice the Liquor Commission for the boilers after the equipment is delivered to 50 Storrs St., Concord, NH. The Liquor Commission will pay for the equipment after the equipment is received and inspected.
- 2.2. Caution to Offerors: The services called for by this solicitation are highly critical to the needs of the Liquor Commission. All contractual requirements will be strictly enforced. Any contractor receiving an award here under will be held fully responsible for proper performance of contract requirements. It is expected that an initial extra effort on the part of the contractor and its personnel will be provided to create and maintain a condition of excellence.
- 2.3. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
- 2.4. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 2.5. The State reserves the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within three (3) hours of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.
- 2.6. The Contractor will at the discovery of defective equipment subject to warranty, stop any service in progress on the equipment and document the condition. At such time the Contractor must contact the store manager and the State of New Hampshire Liquor Commission concerning the defective equipment. Warranty claims for such defective equipment shall be initiated from the State of New Hampshire Liquor Commission to the manufacturer of the product. The Contractor will provide assistance and information as needed to aid with any warranty claims.
- 2.7. **Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).** The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.

EXHIBIT A – PART ONE
REQUIREMENTS

- 2.8. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform work in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.
- 2.9. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 2.10. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 2.11. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 2.12. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 2.13. Normal Working Hours: Normal hours are considered to be 7:00 AM to 3:30 PM, Monday through Friday.
- 2.14. Other Hours: Other hours will be considered overtime, holidays, and weekends.
- 2.15. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. Subcontracting is only permitted with prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.
- 2.16. **The NHLC may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.**
- 2.17. The Contractor must provide employee picture identification badges identifying the company name and each employee servicing the NHLC account. All contract employees, while servicing the NHLC, shall wear the identification badge.

EXHIBIT A – PART ONE

REQUIREMENTS

- 2.18. The Contractor shall maintain or have readily available spare parts and properly trained personnel to support the equipment throughout the duration of the contract. The Contractor shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.
- 2.19. All repair services other than preventative maintenance shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

EXHIBIT A – PART ONE
REQUIREMENTS

3. GENERAL SERVICES:

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

EXHIBIT A – PART ONE

REQUIREMENTS

- 3.8. **Upon arrival at the site the Contractor shall sign in with the warehouse person in charge and before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).**
- 3.9. Normal Working Hours: Normal hours are considered to be 7:30 AM to 3:30 PM, Monday through Friday.
- 3.10. Other Hours: Other hours will be considered overtime, holidays, and weekends.
- 3.11. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 3.12. The Contractor or their work staff shall not represent themselves as employees or agents of the State.
- 3.13. The Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its work staff.

4. PROBLEM RESOLUTION:

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

5. CONTRACT PERIOD & FUNDING

5.1. Contract Period:

The term of the contract shall become effective upon execution hereof by the Liquor Commission and Attorney General's Office and shall run through June 30, 2015. At or prior to the completion of the such term, if the vendor notifies the Liquor Commission by an instrument in writing and both parties here to agree, then this contract may be extended for up to two-years upon written approval of the Liquor Commission and Attorney General's Office.

EXHIBIT A – PART TWO

LOCATIONS

	ADDRESS	PHONE
	50 Storrs St., Ames Plaza Concord, NH 03302	230-7008

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

1. SERVICES:

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

1. PRICING:

Bid prices must be FOB Destination.

Vendor hereby offers to sell the required items to the State of New Hampshire at the following price(s):

DESCRIPTION	PRICE
Total Price to remove old boilers and to provide and install new boilers	\$169,726.00
10% contingency	\$ 16,972.60

2. Billable Charges Breakdown:

SERVICES OTHER THAN PREVENTATIVE MAINTENANCE:

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

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

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

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

3. INVOICING:

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

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

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

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

EXHIBIT C

SPECIAL PROVISIONS

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

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

EXHIBIT D

State of New Hampshire Liquor Commission RFB 2014-07 dated June 10, 2014 is incorporated herewith in.

Eckhardt & Johnson, Inc.



MECHANICAL CONTRACTORS

896 Goffs Falls Road, Manchester, NH 03103-3288

Tel. 603-622-7493 • Fax 603-647-4618

Email: info@eckhardtjohnson.com

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

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

I. Authorized Signatories

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

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

II. Miscellaneous

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

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

[Signature of Daniel C. Clair]

Daniel C. Clair, Sole Director

6/25/14

Date

State of New Hampshire

County of Hillsborough

On June 25, 2014, before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

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

[Signature of Betty Stevens]

Notary Public/Justice of the Peace

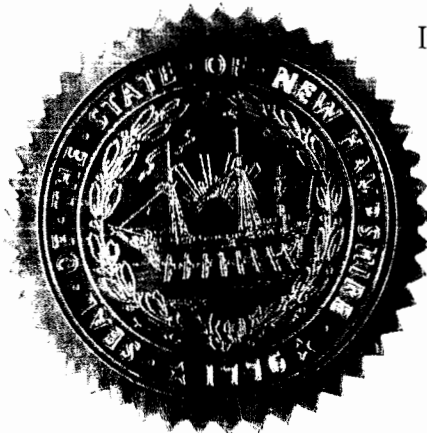
Commission Expires: 11-30-2016

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of May, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2014

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Scott Dearden PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: sdearden@rowleyagency.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER B: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Union Insurance Company	25844	INSURER B: Acadia Insurance Company	31325	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Eckhardt & Johnson, Inc. 896 Goffs Falls Road Manchester NH 03103															

COVERAGES CERTIFICATE NUMBER: 2014-2015 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA508388911	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			CAA508389011	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI split limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA508389111	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA508389211	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented Equipment			CPA508388911	4/1/2014	4/1/2015	Deductible- \$250 \$325,000 Deductible- \$250 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the insured during the policy period. *Except 10 days for non-payment of premium

CERTIFICATE HOLDER New Hampshire State Liquor Commission Attn: Tina Demers P.O. 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 Scott Dearden/SD 