

CTG

New Hampshire Liquor Commission



50 Storrs Street
Concord, NH 03301
(603) 230-7015

||

Joseph W. Mollica
Chairman

Kelly A. Ayotte
Governor

Nicole Brassard Jordan
Deputy Commissioner

June 19, 2025

Her Excellency, Governor Kelly A. Ayotte,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a contract with GM2 Associates, Inc. (VC# _____), Concord, NH, in the amount of \$15,670.00 for land surveying services effective upon Governor and Executive Council approval through July 31, 2026. Funding Source: 100% Liquor Funds.

Funding is available in account Marketing and Merchandising, Store Operations as follows:

	<u>FY2026</u>
02-77-77-771512-10300000-103-502507 Program Contracts	\$15,670.00

EXPLANATION

On March 28, 2025, the NHLC issued a Request for Proposals (RFP), RFP #2025-02-SURVEY, for land surveying services to be conducted at and related to the former NHLC Liquor & Wine Outlet located at 6 Ash Brook Court, Keene, NH. The NHLC relocated its Keene retail operations to a new 20,000-square-foot location on the Keene and Swanzey border on October 1, 2024. The new store provides more than double the square footage of the Ash Brook Court location and provides an enhanced customer experience by featuring special product sections and an event center with capabilities to host tasting events and seminars. With operations being relocated to the new store, the NHLC will be seeking to sell the Ash Brook Court location, and a boundary line adjustment survey has been identified as a necessary step in the sale process. The NHLC issued RFP #2025-02-SURVEY to select a vendor to complete and properly record the survey.

The RFP was publicly advertised on the NHLC's website, and for three days in both the New Hampshire Union Leader and the Keene Sentinel newspapers. Proposals were received from two surveying vendors, GM2 Associates, Inc. and McClure Engineering Co. Proposals from each vendor were reviewed and evaluated by a Scoring Committee comprised of two senior-level NHLC employees with experience in the transfer of commercial real property. The Scoring Committee members each brought different perspectives, strengths, and knowledge to the evaluation of the proposals. The proposals were assigned scores by the Scoring Committee according to the criteria set forth in the RFP, which included assessments of the vendors' experience and qualifications and their proposed fees.

After scoring, GM2 Associates, Inc. received the highest score for their technical proposal, demonstrating both the requisite experience and the capability to complete the requested services. GM2 also submitted the lowest proposed fees, proving themselves to also be the most cost-effective option.

Based on the foregoing, I respectfully request approval of the contract with GM2 Associates, Inc. to provide land surveying and related services to the NHLC.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Mollica", with a long horizontal flourish extending to the right.

Joseph M. Mollica
Chairman, Liquor Commission

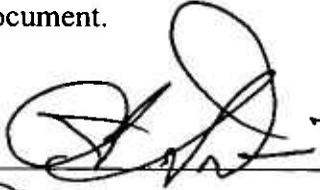
**NEW HAMPSHIRE LIQUOR COMMISSION
SCORING OF RFP 2025-02-PROFESSIONAL SURVEY SERVICES**

CATEGORIES	POINTS AVAILABLE	McCLURE	GM2
TECHNICAL PROPOSAL	60	40	55
COST PROPOSAL	40	16	40
TOTAL POINTS SCORED	100	56	95

I certify that, as a member of the Scoring Committee for 2025-02-PROFESSIONAL LAND SURVEYING SERVICES, I have evaluated the above-referenced vendors' proposals in accordance with the terms of the RFP document.

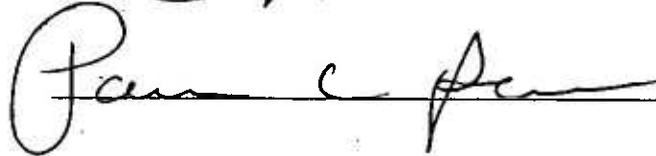
SCORING COMMITTEE MEMBERS

Andrew Davis, Chief Administrator, Real Estate,
Leasing, and Facilities:



Date: 5/15/25

Patricia Peters, Director of Administration:



Date: 5/15/2025

FORM NUMBER P-37 (version 2/23/2023)

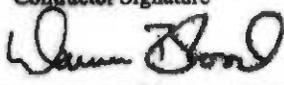
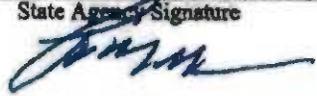
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 50 Storrs Street, Concord, NH 03301	
1.3 Contractor Name GM2 Associates, Inc.		1.4 Contractor Address 197 Loudon Road, Suite 310 Concord, NH 03301	
1.5 Contractor Phone Number 603-647-9338	1.6 Account Unit and Class 02-77-77-771512-10300000-103-502507	1.7 Completion Date 7/31/2026	1.8 Price Limitation \$ 15,670.00
1.9 Contracting Officer for State Agency Andrew Davis, Chief Administrator, Real Estate, Leasing, and Facilities		1.10 State Agency Telephone Number 603-724-9952	
1.11 Contractor Signature  Date: 6/12/2025		1.12 Name and Title of Contractor Signatory Darren Blood, Executive Vice President	
1.13 State Agency Signature  Date: 6/19/2025		1.14 Name and Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/19/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials LB
Date 6/12/2025

2. 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 B 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, 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 1.13 ("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.
3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.
5.2 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. 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.
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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JB
Date 6/12/2025

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

EXHIBIT A: SPECIAL PROVISIONS/AMENDMENTS

1. **Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
 - 3.4 **Force Majeure:** Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
 - 3.4.1 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.
 - 3.4.2 In the event a party cannot timely perform an obligation due to a Force Majeure event, that party shall provide the other party with an explanation of the event and any additional information the other party reasonably requires to substantiate the claim, and shall provide updates as to the status of such Force Majeure event in such detail and upon such frequency as the other party may reasonably require.
 - 3.4.3 In the event that the Contractor's performance is delayed for more than ninety (90) days due to a Force Majeure event, the State may terminate the Contract.
2. **Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

5.5 Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.
3. **Provision 8, Event of Default/Remedies, is updated with the following addition:**

8.2.5 give the Contractor a written notice specifying the Event of Default, terminate the Agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
4. **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.2.1 In the event that Contractor should change ownership for any reason whatsoever that results in a Change of Control of the Contractor, the State shall have the option of:

 - a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
5. **Provision 20, Conflicting Terms, is deleted and replaced with the following:**

20. CONFLICTING TERMS AND ORDER OF PRECEDENCE. In the event of conflict or ambiguity among any of the text within this Agreement, the following Order of Precedence shall govern:

 - a. State of New Hampshire, Liquor Commission Contract Agreement
 - i. Form P-37, General Provisions, as modified by Exhibit A, Special Provisions
 - ii. Exhibit C, Payment Terms and Pricing
 - iii. Exhibit B, Scope of Services

- iv. Exhibit D, Survey Map
- v. Executed Change Orders
- b. State of New Hampshire Liquor Commission RFP 2025-02-Survey
- c. Contractor's Proposal Response to State of New Hampshire Liquor Commission RFP 2025-02-Survey

6. The following Provisions are added and made part of the P-37 General Provisions:

- a. **Provision 27. EXHIBITS/ATTACHMENTS**
The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.
- b. **Provision 28. NON-EXCLUSIVE CONTRACT**
The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement.
- c. **Provision 29. GOVERNMENT APPROVALS**
Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Agreement.

EXHIBIT B: SCOPE OF SERVICES

1. INTRODUCTION

GM2 ("Contractor") hereby agrees to provide the New Hampshire Liquor Commission ("NHLC") with survey services associated with a proposed boundary line adjustment between two parcels owned by the State of New Hampshire located in Keene, NH: Tax Map 110 Lot 1 & Tax Map 109 Lot 29 (Parcels).

GM2 shall develop a new boundary line adjustment survey that conforms with current Land Use & Zoning Regulations of the City of Keene consistent with the prior survey (See Exhibit D: Survey Map).

2. TERM OF CONTRACT

This Agreement shall commence upon approval by the Governor and Executive Council and shall terminate on July 31, 2026, or upon the completion of the project, whichever event occurs first. Upon completion of the project, the NHLC shall issue a notice to Contractor that the contract will terminate within fifteen (15) days of the notice due to project completion.

3. DELIVERABLES AND SCOPE OF WORK

- A. Contractor shall employ land surveyor(s) licensed in the State of New Hampshire to complete the services required in this contract.
- B. Work is to commence within two (2) weeks of contract approval by the Governor and Executive Council. The NHLC estimates that this contract will be presented to the Governor and Executive Council in July of 2025.
- C. Contractor must furnish all materials, equipment, labor and transportation necessary to provide the services described herein.
- D. Contractor shall provide the following services:
 1. Contractor will conduct land record research within the Cheshire County Registry of Deeds and the City of Keene for records related to the boundaries of the Parcels and easements that may affect them.
 2. A New Hampshire Certified Wetland Scientist will delineate the wetlands that exist on the Parcels.
 3. Contractor will complete boundary surveys of the Parcels. Any parcel boundary monuments that are missing or disturbed will be reset or replaced as appropriate. The monuments set will be 36" long #5 rebar topped with a 2" diameter identifying cap. Where appropriate, a drilled hole may serve as a sufficient boundary monument in stone walls, boulders, or ledge.
 4. Once the boundaries of the subject Parcels are determined, Contractor will draft a plan that conforms to the City of Keene's Land Use and Zoning Regulations. Contractor will provide this plan to the NHLC for review and approval prior to any filing.
 5. Contractor will prepare and submit the application for the boundary line adjustment to the City of Keene after review and approval by the NHLC.

6. Contractor will present the NHLC's project to the Planning Board and represent the NHLC at Planning Board Meetings as required.
7. After City of Keene approval, Contractor will record the boundary line adjustment with the Cheshire County Registry of Deeds.
8. After the boundary line adjustment survey is recorded with the Cheshire County Registry of Deeds, Contractor shall secure two (2) digital PDF copies and a full-sized physical copy of the recorded survey and provide these copies to the NHLC.

4. ADDITIONAL REQUIREMENTS

- A. Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications mentioned herein, and at the agreed-upon price.
- B. Contractor shall bear all losses on account of the amount or character of the work performed, on account of any error on the part of the Contractor in their estimation or expectation of project requirements, or on account of the weather, elements, or other causes.
- C. Contractor shall not subcontract any portion of the agreed-upon services without prior written approval from the NHLC. In the event the NHLC approves the use of a subcontractor in performance of the services outlined in this contract, the prime Contractor is not relieved of its responsibility and obligation to meet all the requirements of this contract.
- D. At the NHLC's request, Contractor shall provide security clearance and/or background checks for any and all Contractor employees or approved subcontractors that may complete work or be present during the completion of work in any NHLC location and may be required to carry credentials indicating that they are in fact an employee or representative of Contractor.
- E. Contractor or its employees shall not represent themselves as employees or agents of the NHLC or the State of New Hampshire. While on the State of New Hampshire's property, employees shall be subject to the 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. Contractor's personnel shall be allowed only in areas where work is being performed.
- F. Contractor shall take all responsibility for the work under the contract, which includes but is not limited to the protection of the work, and for preventing injuries to persons and damage to property and utilities. Contractor shall in no way be relieved of this 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.
- G. All work shall be performed by licensed skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and in accordance with local, state, and federal codes.
- H. The Contractor's staff shall consist 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 he or she deems 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.

- I. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform work in the proper manner and within the time specified. All the work, labor, and equipment to be done and furnished 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 the contract.
- J. The NHLC shall require correction of defective work or damages to any part of State property or appurtenances when caused by the Contractor's employees, approved subcontractors, equipment, or supplies. 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.
- K. The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of the work.
- L. Contractor shall, at its own expense, whenever necessary or required, provide safety devices and take such other precautions as may be necessary to protect life or property.
- M. Unsatisfactory response to any of the listed services or requirements will be considered a basis for termination of the contract. The NHLC reserves the right to terminate the contract at any given time with a 30-day written notice.
- N. Contractor shall maintain a Certificate of Good Standing with the Office of the Secretary of State of New Hampshire at all times and shall produce the same, dated within thirty (30) days, upon request.
- O. Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its employees or agents.
- P. Records Retention and Records Access Requirements:
The Contractor shall agree to the conditions of all applicable state and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

The Contractor and its Subcontractors shall maintain, in accordance with generally accepted accounting principles and other procedures specified by the State, all pertinent financial and accounting records, including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall make all such records available upon request to the NHLC, the State, or its designees at all times during the contract period and shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year

following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

The NHLC agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

Q. Changes to Services:

The NHLC may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the NHLC, in detail, of any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost.

Contractor may propose a change to the Scope of Work by written Change Order, identifying any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost. The NHLC shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The NHLC must review and approve all Change Orders in writing. The NHLC shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within thirty (30) days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract shall require approval by the Governor and Executive Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of the Agreement.

R. Dispute Resolution:

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Agreement.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the

Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
First	Project Manager	Chief Administrator, Real Estate Leasing and Facilities	5 Days
Second	Executive Vice President	Chairman	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

JB

6/12/05

EXHIBIT C: PAYMENT TERMS AND PRICING

1. CONTRACT PRICE

Pursuant to the P-37: General Provisions, Section 5, this is a Not-to-Exceed Contract. The total value of the Agreement is indicated in the P-37: General Provisions, Section 1.8: Price Limitation for the period between the Effective Date through the date indicated in the P-37 General Provisions, Section 1.7: Completion Date. The use of the phrase "Not-To-Exceed" in this context means that Contractor agrees to the price limitation as a not-to-exceed cap on the total value of the contract. The price limitation is thus the maximum amount payable to Contractor over the life of the contract. That a total, not-to-exceed price limitation exists does not cap pricing on the individual services or deliverables that occur within the contract term, except that the total services rendered (*i.e.* price of all services or deliverables combined) within the contract term cannot exceed the price limitation. Thus, the actual amount payable to Contractor over the life of the contract may be less than, but not more than, the price limitation, unless the contract is amended by the parties to reflect an increased price limitation.

The Contractor shall be responsible for performing its obligations in accordance with this Agreement. This Agreement will allow the Contractor to invoice the State for the Services at the rates appearing Section 3: Contract Costs and Rates of this Exhibit C.

2. INVOICING AND TERMS OF PAYMENT

A. Invoices

The Contractor shall submit correct invoices to the NHLC for all amounts to be paid by the NHLC. All invoices submitted shall be subject to the NHLC's written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

B. Invoice Address

Invoices sent via electronic mail shall be scanned and emailed to:
APDept@liquor.nh.gov

Invoices sent via U.S. mail shall include an original plus one copy and be mailed to:
New Hampshire Liquor Commission
Accounts Payable Department
50 Storrs Street
Concord, NH 03301

C. Terms of Payment

Upon acceptance of a properly documented invoice, the NHLC will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Payment is issued through the State Treasurer and forwarded to Contractor within fourteen (14) days after processing begins at the NHLC.

The State of New Hampshire does not pay late charges or interest.

If the NHLC receives an invoice and the amount on the invoice is calculated incorrectly, the NHLC shall notify the Contractor of the alleged error prior to the due date of such payment. The NHLC and the Contractor agree to use commercially reasonable efforts to resolve the invoicing

error within fifteen (15) days from such notification to the Contractor. The NHLC shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

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.

D. Payment Address

All payments will be made via direct deposit through ACH. The Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit at: <https://www.nh.gov/treasury/state-vendors/index.htm> prior to submission of the first invoice.

E. Overpayments to the Contractor

The Contractor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

F. Credits

The NHLC may apply credits due to the NHLC, arising out of this Contract, against the Contractor's invoices with appropriate information attached.

G. Shipping and Delivery Fee Exemption

The NHLC will not pay for any shipping or delivery fee unless specifically itemize in the Contract.

3. CONTRACT COSTS

Contractor shall provide the following deliverables at the following rates:

a. Boundary Line Adjustment Survey	\$12,600.00
b. Wetland Delineation	\$ 2,520.00
c. Direct Expenses	
ii. BLA Application Fee	\$ 350.00
iii. Boundary Monuments	\$ 150.00
iv. Registry Fees	\$ 50.00
Total:	\$15,670.00

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GM2 ASSOCIATES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on May 04, 2000. 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: 346216

Certificate Number: 0007197740



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of June A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Manish K. Gupta, do hereby certify that I am the President and CEO of GM2 Associates, Inc. ("GM2" or the "Corporation"), which corporation has its principal offices at 115 Glastonbury Boulevard, Glastonbury, Connecticut 06033, and is organized, incorporated, and in good standing under the laws of the State of Connecticut. I also certify that each of the further statements in this Certificate are true and correct.

Under resolutions duly adopted and ratified by the Board of Directors (the "Board") of the Corporation on June 12, 2025 in accordance with the constituent charter and By-Laws of GM2, which have not in any way been modified, repealed or rescinded subsequently, but remain in full force and effect, it was resolved:

THAT Darren Blood is Executive Vice President of the Corporation as of January 26, 2018 and that he will retain that office until and unless the Board resolves otherwise; and THAT as Executive Vice President, Darren L. Blood is duly authorized by the Corporation's By-Laws to enter into and sign contracts on behalf of the Corporation, including the contract for the New Hampshire Liquor Commission.

Dated at Glastonbury, Connecticut this 12th day of June 2025.

A handwritten signature in blue ink, appearing to read "Manish K. Gupta", is written over a horizontal line.

Manish K. Gupta, PhD, PE | President and CEO
GM2 Associates, Inc.



GM2ASSO-01

SSRUTHI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2025

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 Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Erik Vincelette PHONE (A/C, No, Ext): (203) 458-0035 FAX (A/C, No): E-MAIL ADDRESS: evincelette@smithbrothersusa.com														
INSURED GM2 Associates, Inc. 115 Glastonbury Blvd. Glastonbury, CT 06033	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Company Of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER C : Continental Insurance Company (the)</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D : American Casualty Company Of Reading, Pennsylvania</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER E : Hudson Insurance Company</td> <td style="text-align: center;">25054</td> </tr> <tr> <td>INSURER F : Fair American Insurance & Reinsurance Company</td> <td style="text-align: center;">15201</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : National Fire Insurance Company Of Hartford	20478	INSURER C : Continental Insurance Company (the)	35289	INSURER D : American Casualty Company Of Reading, Pennsylvania	20427	INSURER E : Hudson Insurance Company	25054	INSURER F : Fair American Insurance & Reinsurance Company	15201
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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.

INSR 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 type="checkbox"/> LOC OTHER:	X		7036299421	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036299418	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036299435	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	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	7036299449	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			PRB 06 19 120081	1/1/2025	1/1/2026	Each Claim \$ 5,000,000
F	Railroad Protective			RPL-7002381-00	4/29/2025	4/29/2026	Claim / Aggregate \$ 5

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES.

New Hampshire Liquor Commission is included as additional insureds as respects to General Liability per policy form.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Liquor Commission
 50 Storrs Street
 Concord, NH 03301

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