



McAuliffe-Shepard Discovery Center

2 Institute Drive
Concord, NH 03301
phone 603-271-7827
fax 603-271-7832

December 5, 2012

www.starhop.com

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

*100% Center Revenue Funds
Retroactive
Sole Source*

Requested Action

Authorize the McAuliffe-Shepard Discovery Center to execute a retroactive sole source contract amendment with AAA Energy Service Company (vendor code 210473), 20 Priscilla Lane, Auburn, NH 03032, by increasing the contract amount by \$4,209.00.00, from \$39,840.00 to \$44,049.00, to cover the costs of HVAC emergency repairs through December 31, 2012. The original contract was approved by Governor and Council on September 14, 2011 (Item #122), amended by Governor and Council on February 22, 2012 (Item #64) and on May 23, 2012 (item #83). 100% Other Funds.

Funding is available in account, Contractual Maintenance – Buildings & Grounds, as follows, pending approval of the Discovery Center's FY 2013 budget:

06-61-61-31720000 MCAULIFFE-SHEPARD DISCOVERY CENTER REVENUE CENTERS

048-500226 CONTRACT REPAIRS – BUILDING & GROUNDS \$4,209.00

Explanation

The Discovery Center is responsible for maintenance and repair of its HVAC systems. Due to four failing units - the circulating pump for the radiant floor, the actuator for the second floor, the frequency drive on the York Air Handler I and the hot water backflow release valve - the cost of unanticipated emergency repairs has exceeded the amount of the Discovery Center's contract with AAA Energy Service Company by \$4,209.00. As the Discovery Center will cease being a State Agency at midnight on December 31, 2012, all of the funds will be expended by that date if needed, and if not needed, they will lapse.

This request is retroactive because (a) we did not know the extent of repairs needed when we initially approved the emergency work; and (b) failure to perform the emergency work would have caused damage to the Discovery Center facility. The contract amendment is sole source because the problems were diagnosed and addressed by our contracted HVAC company when they responded to our emergency calls.

Sincerely,

Jeanne T. Gerulskis
Executive Director

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the McAuliffe-Shepard Discovery Center, hereinafter referred to as "the Agency" and AAA Energy Service Company (vendor #210473) hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on September 14, 2011, item #122, amended by Governor and Council on February 22, 2012, item #64 and on May 23, 2012, item #83, hereby agree to amend the same as follows:

- I. To increase the price limitation by \$4,209, from \$39,840.00 to \$44,049;
- II. To adjust Exhibit A to eliminate the quarterly requirement in December 2012; and
- III. To adjust Exhibit B to a total not to exceed \$10,993.75 for preventative maintenance and a total not to exceed \$33,055.25 for any services other than preventative maintenance.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
McAULIFFE-SHEPARD DISCOVERY CENTER

By: 
Jeanne T. Gerulskis, Executive Director

And: **AAA Energy Service Company.**
Name of Corporation (Contractor)

By: 
Joseph Crinieri, Vice President

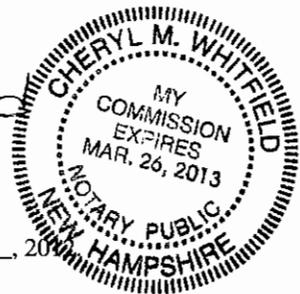
STATE OF NH

County of Rockingham

On this the 16th day of NOVEMBER, 2012, before me, JOSEPH L. CRINIERI JR., the undersigned officer, personally appeared, Joseph Crinieri, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

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

Cheryl Whitfield Cheryl M. Whitfield
Notary Public/Justice of the Peace (sign and print name)
My commission expires March 26, 2013



Approved as to form, substance and execution by the Attorney General this 27 day of Nov, 2012

By: [Signature]

Approved by Governor and Council this _____ day of _____, 2012 item number _____



State of New Hampshire Pg. 4 of 43
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA ENERGY SERVICE CO. doing business in New Hampshire as AAA ENERGY SERVICE CO., INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of November, A.D. 2012

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

William M. Gardner
Secretary of State





ENERGY SERVICE CO.

"Optimizing Your Building's Performance"

Pg. 5 of 43

4 Commercial Road • P.O. Box 908 • Scarborough, ME 04070-0908 • (207) 883-1473 FAX (207) 883-8371

Corporate Resolution

I, **David P. Kelley**, hereby certify that I am duly elected President of AAA Energy Service Co. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21st, 2009 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Joseph Crinieri, Vice President is duly authorized to enter into contracts or agreements on behalf of AAA Energy Service Co. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

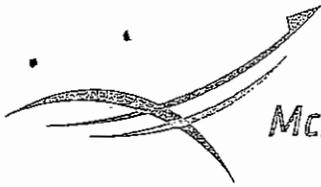
DATED: November 16, 2012

ATTEST:

D. Kelley

David P. Kelley
President

RECEIVED
MAY 11 2012
WPAUL LIFE CENTER
RECOVERY CENTER
COLUMBIA, MO



McAuliffe-Shepard Discovery Center

Pg. 7 of 43

5/23/12 GFC
#83

2 Institute Drive
Concord, NH 03301
phone 603-271-7827
fax 603-271-7832

www.starhop.com

April 24, 2012

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the McAuliffe-Shepard Discovery Center to execute a sole source contract amendment with AAA Energy Service Company (vendor code 210473), 20 Priscilla Lane, Auburn, NH 03032, by extending the completion date from June 30, 2012 until December 31, 2012, and increasing the contract amount by \$13,280.00, from \$26,560.00 to \$39,840.00, to cover the costs of HVAC service and preventative maintenance through December 31, 2012. The original contract was approved by Governor and Council on September 14, 2011 (Item #122) and amended by Governor and Council on February 22, 2012 (Item #64). 87 % General Funds, 13% Other Funds.

Funding is available in account, Contractual Maintenance – Buildings & Grounds, as follows, pending approval of the Discovery Center's FY 2013 budget:

06-61-61-31720000 MCAULIFFE-SHEPARD DISCOVERY CENTER REVENUE CENTERS

048-500226 CONTRACT REPAIRS – BUILDING & GROUNDS \$1,680.00

06-61-61-34320000 MCAULIFFE-SHEPARD DISCOVERY CENTER ADMINISTRATION

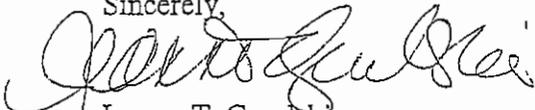
048-500226 CONTRACT REPAIRS – BUILDING & GROUNDS \$11,600.00

Explanation

The Discovery Center is responsible for maintenance and repair of its HVAC systems. Typically, we contract with an HVAC service company for both years of a biennium. When the original contract with AAA was submitted to Governor and Council, because it had not yet been determined whether the Discovery Center would be a State Agency for all of FY 2013 or just for the first six months, we contracted at that time for the first year only in the FY 2012-2013 biennium. As legislation regarding the Discovery Center (HB 1274 as amended) has passed the NH House and been recommended as Ought to Pass by the NH Senate Finance Committee, it appears virtually certain that the Discovery Center will remain a State Agency for the first six months of FY 2013 only. Consequently, we request that our contract with AAA Energy Services be extended for an additional six months.

Because we are only able to offer a six-month vs. a two-year contract with an HVAC contractor at this time, because we are satisfied with the services, quality and responsiveness of our current contractor, and because only one bidder responded to our original RFP, we did not feel it prudent to issue an RFP for an HVAC contractor for this short time period.

Sincerely,



Jeanne T. Gerulskis
Executive Director

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the McAuliffe-Shepard Discovery Center, hereinafter referred to as "the Agency" and AAA Energy Service Company (vendor #210473) hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on September 14, 2011, item #122, amended by Governor and Council on February 22, 2012, item #64, hereby agree to amend the same as follows:

- I. To extend the completion date to December 31, 2012;
- II. To increase the price limitation by \$13,280, from \$26,560.00 to \$39,840;
- III. To adjust Exhibit A to change quarterly requirements to be performed in September and December rather than August and November; to change biannual requirements to be performed in September rather than August; and to change the agency designated representative to Mike Laroche, Maintenance Mechanic, telephone number 603 271-7827 x 107; and
- IV. To adjust Exhibit B to a total not to exceed \$13,192.50 for preventative maintenance and a total not to exceed \$26,647.50 for any services other than preventative maintenance.

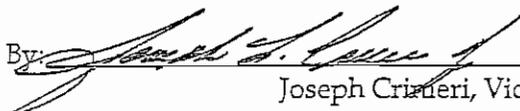
This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
MCAULIFFE-SHEPARD DISCOVERY CENTER

By: 
Jeanne T Gerulskis, Executive Director

And: AAA Energy Service Company.
Name of Corporation (Contractor)

By: 
Joseph Crinieri, Vice President

STATE OF NH

County of Hillsborough

On this the 30th day of April, 2012, before me, Joseph Crinieri, Jr., the undersigned officer, personally appeared, Joseph Crinieri, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

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

Chel A. Derome

Notary Public/Justice of the Peace (sign and print name) CHÉL A. DEROME, Notary Public
My commission expires October 31, 2012

Approved as to form, substance and execution by the Attorney General this 7 day of May, 2012.

By: Asa M. England

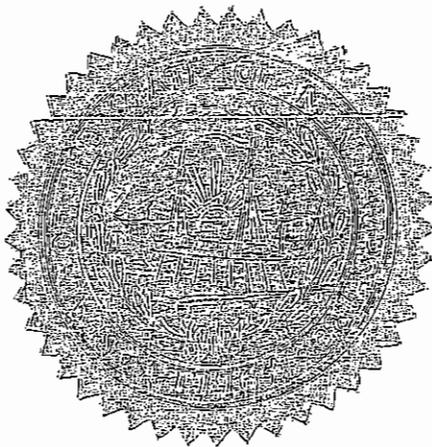
Approved by Governor and Council this _____ day of _____, 2012 item number _____.

State of New Hampshire
Department of State

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CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA ENERGY SERVICE CO. doing business in New Hampshire as AAA ENERGY SERVICE CO., INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May, A.D. 2012

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

William M. Gardner
Secretary of State



ENERGY SERVICE CO.
"Optimizing Your Building's Performance"

Page 12 of 43

4 Commercial Road • P.O. Box 908 • Scarborough, ME 04070-0908 • (207) 883-1473 FAX (207) 883-8371

Corporate Resolution

I, David P. Kelley, hereby certify that I am duly elected President of AAA Energy Service Co. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21st, 2009 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Joseph Crinieri, Vice President is duly authorized to enter into contracts or agreements on behalf of AAA Energy Service Co. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 30th, 2012

ATTEST:

D. Kelley
David P. Kelley
President

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2012

PRODUCER 603.224.2562 FAX 603.224.8012 The Rowley Agency, Inc. 139 Loudon Road P.O. Box 511 Concord, NH 03302-0511		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AAA Energy Service Co PO Box 908 Scarborough, ME 04070		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Acadia Insurance Company	31325
		INSURER B: Continental Western Insurance	
		INSURER C: Maine Employers Mutual Ins Co	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	CPA5002402	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CLA5016101/RI GL			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	CAA5002403	10/05/2011	10/05/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	CUA5002404	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3A: ME 1810079281	10/05/2011	10/05/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	3102800842			E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below	3A: NH, PA, CT, NY, MA, RI			E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Leased/Rented Equip.	CPA5002402	10/05/2011	10/05/2012	Limit: \$ 50,000 Ded: \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Covering operations of the insured during the policy period.
 *except 10 days for nonpayment of premium

CERTIFICATE HOLDER McAuliffe-Shepard Discovery Center 2 Institute Dr. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Karen Stapley/KS <i>Karen Stapley</i>
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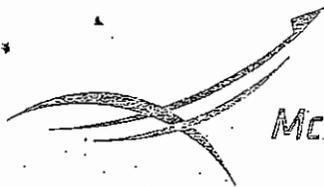
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(jes) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



McAuliffe-Shepard Discovery Center

2 Institute Drive
Concord, NH 03301
phone 603-271-7827
fax 603-271-7832

January 31, 2012

www.starhop.com

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the McAuliffe-Shepard Discovery Center to retroactively amend its contract with AAA Energy Service Company (vendor code 210473), 20 Priscilla Lane, Auburn, NH 03032, by increasing the contract amount by \$3,000.00 from \$23,560.00 to \$26,560.00 for HVAC service and preventative maintenance from January 16, 2012 through June 30, 2012. The original contract was approved by Governor and Council on September 14, 2011 (Item #122).
66% General Funds, 34% Other Funds.

Funding is available in account, Contractual Maintenance – Buildings & Grounds, as follows:

06-61-61-34320000 MCAULIFFE-SHEPARD DISCOVERY CENTER ADMINISTRATION

048-500226 CONTRACT REPAIRS – BUILDING & GROUNDS \$1,986.95

06-61-61-31720000 MCAULIFFE-SHEPARD DISCOVERY CENTER REVENUE CENTERS

048-500226 CONTRACT REPAIRS – BUILDING & GROUNDS \$1,013.05

Explanation

The McAuliffe-Shepard Discovery Center is responsible for its own building maintenance. As we have had a series of unanticipated equipment failures this fiscal year, funds allocated in the original contract to emergency repairs are not sufficient to cover repair costs through June 30, 2012. We anticipate that once we have been billed for emergency services rendered on January 16-17, 2012, we will have depleted funds allocated for FY 2012 emergency repairs. Our request is to amend the contract in order to allocate additional funds to cover emergency repairs through June 30, 2012. This request is retroactive to cover the cost of emergency work done on January 16-17 that may exceed the amount allocated in the contract for these services, and any additional emergency repairs that may be needed in advance of Governor and Council approval of this amendment.

Sincerely,

Jeanne T. Gerulskis
Executive Director

RETROACTIVE AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT the McAuliffe-Shepard Discovery Center, hereinafter referred to as "the Agency" and AAA Energy Service Company (vender #210473) hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on September 14, 2011, item #122, hereby agree to retroactively amend the same as follows:

- I. To increase the price limitation by \$3,000.00 from \$23,560.00 to \$26,560.00.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
MCAULIFFE-SHEPARD DISCOVERY CENTER

By: [Signature]
Jeanne T. Gerulskis, Executive Director

And: AAA Energy Service Company.
Name of Corporation (Contractor)

By: [Signature]
Joseph Crinieri, Vice President

STATE OF NH

County of Hillsborough

On this the 2nd day of February 2012, before me, Joseph Crinieri, Jr. the undersigned officer, personally appeared, Joseph Crinieri, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

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

[Signature] CHERYL A. DEROME, Notary Public
My Commission Expires October 31, 2012
Notary Public/Justice of the Peace (sign and print name)
My commission expires _____

Approved as to form, substance and execution by the Attorney General this 7 day of February 2012.

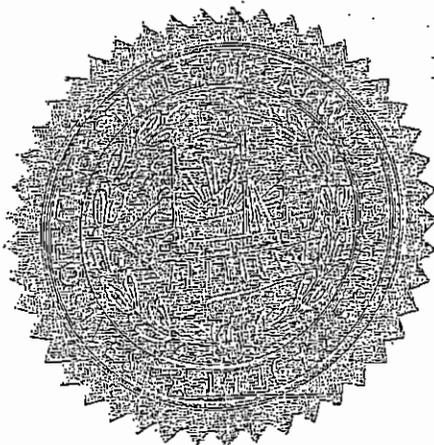
By: [Signature]

Approved by Governor and Council this 22nd day of Feb, 2012 item number 64

State of New Hampshire
Department of State

CERTIFICATE

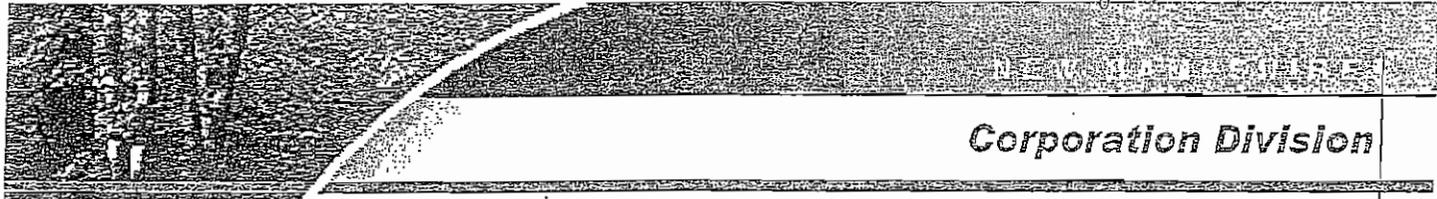
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA ENERGY SERVICE CO. doing business in New Hampshire as AAA ENERGY SERVICE CO., INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August, A.D. 2011

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

William M. Gardner
Secretary of State



Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 2/3/2012
 Filed Documents
 (Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

Name	Name Type
AAA ENERGY SERVICE CO., INC.	Legal
AAA ENERGY SERVICE CO.	Home State

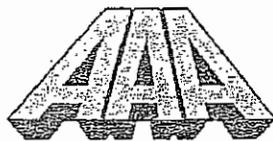
Corporation - Foreign - Information

Business ID: 110665
 Status: Good Standing
 Entity Creation Date: 5/8/1987
 State of Business.: ME
 Principal Office Address: PO Box 908
 Scarborough ME 04070-0908
 Principal Mailing Address: PO Box 908
 Scarborough ME 04070-0908
 Last Annual Report Filed Date: 2/25/2011
 Last Annual Report Filed: 2011

Registered Agent

Agent Name: C T Corporation System
 Office Address: 9 CAPITOL ST.
 CONCORD NH 03301
 Mailing Address:

NEW! File Annual Report Online.



ENERGY SERVICE CO.

"Optimizing Your Building's Performance"

4 Commercial Road • P.O. Box 908 • Scarborough, ME 04070-0908 • (207) 883-1473 FAX (207) 883-8371

Corporate Resolution

I, David P. Kelley, hereby certify that I am duly elected President of AAA Energy Service Co. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21st, 2009 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Joseph Crinieri, Vice President is duly authorized to enter into contracts or agreements on behalf of AAA Energy Service Co. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: February 2nd, 2012

ATTEST: D. Kelley
David P. Kelley
President

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2012

PRODUCER 603.224.2562 FAX 603.224.8012 The Rowley Agency, Inc. 139 Loudon Road P.O. Box 511 Concord, NH 03302-0511	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED AAA Energy Service Co PO Box 908 Scarborough, ME 04070	INSURERS AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: Continental Western Insurance INSURER C: Maine Employers Mutual Ins Co INSURER D: INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CPA5002402 CLA5016101/RI GL	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA5002403	10/05/2011	10/05/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PRDPRTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUA5002404	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3A: ME 1810079281 3102800842 3A: NH, PA, CT, NY, MA, RI	10/05/2011	10/05/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Leased/Rented Equip.	CPA5002402	10/05/2011	10/05/2012	Limit: \$ 50,000 Ded: \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Covering operations of the insured during the policy period.
 *except 10 days for nonpayment of premium

CERTIFICATE HOLDER McAuliffe-Shepard Discovery Center 2 Institute Dr. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Karen Stapley/KS <i>Karen Stapley</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

9/4/11 G+C
#122

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McAuliffe-Shepard Discovery Center

2 Institute Drive
Concord, NH 03301
phone 603-271-7827
fax 603-271-7832

www.starhop.com

August 29, 2011

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorized the McAuliffe-Shepard Discovery Center to contract with AAA Energy Service Company (vendor code 210473), 20 Priscilla Lane, Auburn, NH 03032, for HVAC service and preventative maintenance from Governor and Council approval through June 30, 2012, in an amount not to exceed \$23,560.00. 100% General Funds.

Funding is available in account, Contractual Maintenance - Buildings & Grounds, as follows:

06-61-61-34320000 MCAULIFFE-SHEPARD DISCOVERY CENTER ADMINISTRATION

048-500226 CONTRACT REPAIRS - BUILDING & GROUNDS \$23,560.00

Explanation

The McAuliffe-Shepard Discovery Center is responsible for its own building maintenance. It has a combination of HVAC systems in the newly constructed portion of its facility that were installed in 2009, and HVAC systems in the original facility that were installed in 1990 and upgraded piece by piece over the past 21 years. All of the Discovery Center's HVAC systems must be maintained on a regular basis. Additionally, services outside of routine maintenance are required for emergency system failures and for repair/replacement of components that have broken, worn out or that are not properly functioning. Annual expenses include quarterly routine maintenance at \$2,198.75 per service, and an additional amount of \$14,765.00 to cover required services beyond preventative maintenance.

A Request for Proposal for HVAC service for FY 2012 was electronically advertised from June 29 through July 15, 2011, and directly solicited from 10 HVAC maintenance companies. A list of RFP solicitations and results is attached. The Discovery Center selected AAA Energy Service Co., as it was the only bidder that responded to the RFP and its proposal was reasonable.

Sincerely,

Jeanne T. Gerulskis
Executive Director

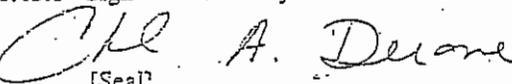
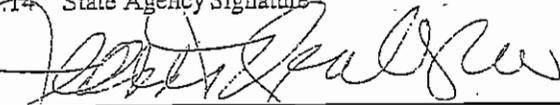
Subject: HVAC Service and Preventative Maintenance FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name McAuliffe-Shepard Discovery Center		1.2 State Agency Address 2 Institute Drive, Concord, NH 03301	
1.3 Contractor Name AAA Energy Service Co.		1.4 Contractor Address 20 Priscilla Lane, Unit G, Auburn, NH 03032	
1.5 Contractor Phone Number 603-626-4884	1.6 Account Number 06-61-61-34320000-500226	1.7 Completion Date 06/30/2012	1.8 Price Limitation \$23,560.00
1.9 Contracting Officer for State Agency Jeanne T. Gerulskis, Executive Director		1.10 State Agency Telephone Number 603-271-7831 x 120	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Crinieri, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7-27-11</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 or Justice of the Peace CHERYL A. DEROME, Notary Public My Commission Expires October 31, 2012			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeanne T. Gerulskis, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Lisa M. English</u> On: <u>Aug 19, 2011</u>			
1.18 Approval by the Governor and Executive 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").

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

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

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

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

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

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.

7. **PERSONNEL.**

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUB CONTRACTS. 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 \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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.

Exhibit A

SCOPE OF SERVICES

The Contractor will provide preventive maintenance, emergency and repair services for Heating, Ventilation and Air Conditioning equipment for the State of New Hampshire, McAuliffe-Shepard Discovery Center (hereinafter referred to as "MSDC"), in accordance with the specifications as described herein upon approval of contract by Governor and Council through June 30, 2012.

The term "preventive maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed as part of Exhibit A.

After checking a particular system or system component, the contractor will perform routine repairs as needed. Extensive repairs beyond this scope require the contractor to inform the MSDC and set a time for the repair.

1. The Contractor shall inspect and complete preventive maintenance on the unit heaters as described herein.
 - 1.1. Quarterly (August, November, February and June)
 - 1.1.1. Brush or vacuum grilles, coils, fan, etc.
 - 1.1.2. Lubricate fan and motor bearings where applicable
 - 1.1.3. Check belts and sheaves where applicable
 - 1.1.4. Check/clean drains, pans, condenser pumps
 - 1.1.5. Check/clean strainers where applicable
 - 1.1.6. Lube and adjust dampers and linkages
 - 1.1.7. Check unit -operating conditions
 - 1.1.8. Check heat exchanger for leaks where applicable
 - 1.1.9. Check gas valve and controls where applicable
 - 1.1.10. Check oil burner and controls where applicable
 - 1.1.11. Check filters.
 - 1.1.12. Check fan assembly
 - 1.1.13. Check/adjust belts and sheaves
 - 1.2. Biannually (August and February)
 - 1.2.1. Check steam traps, valves, etc. where applicable
 - 1.2.2. Check and tighten all electrical connections
 - 1.2.3. Check all control operations
 - 1.2.4. Check and tighten electric heater connections
 - 1.2.5. Check amps/volts where applicable
 - 1.2.6. Lube fan and motor bearings as required.
 - 1.2.7. Check motor volts/amps
 - 1.2.8. Check burner interlock controls
 - 1.2.9. Check and tighten all mounting hardware
2. The Contractor shall provide a complete scheduled preventive maintenance inspection of the air handler systems. Inspections shall include the following:
 - 2.1. Quarterly (August, November, February and June)
 - 2.1.1. Check bearings for wear
 - 2.1.2. Check all belts for proper tension, alignment and wear
 - 2.1.3. Clean all heating and cooling coils
 - 2.1.4. Use biocide tablets in the condensation pans so that the pans are clean and in good working order
 - 2.1.5. Check all sheaves for proper alignment
 - 2.1.6. Lube motors/bearings where applicable
 - 2.1.7. Check fan wheels - clean as required
 - 2.1.8. Check fan scrolls - clean as required

- 2.1.9. Inspect and clean condensate pumps where applicable
- 2.1.10. Replace air filters (contractor to supply the filters)
- 2.1.11. Check and clean humidifier drain/pan
- 2.1.12. Check humidifier heating elements
- 2.1.13. Check and clean outside air intakes
- 2.1.14. Check for any unusual noises or vibrations
- 2.1.15. Perform any and all other quarterly maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications

2.2. Biannually (August and February)

- 2.2.1. Check bearings for wear
- 2.2.2. Check all air handling systems for proper flow, operation and control sequence. All related controls are included
- 2.2.3. Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
- 2.2.4. Check and tighten all electrical terminations
- 2.2.5. Check contacts for wear
- 2.2.6. Check fan bearing supports
- 2.2.7. Check motor supports
- 2.2.8. Check damper operation
- 2.2.9. Check damper linkages
- 2.2.10. Check motor damper operation
- 2.2.11. Check humidifier strainer where applicable
- 2.2.12. Check and clean humidifier float assembly
- 2.2.13. Check humidifier level controls
- 2.2.14. Check all humidifier controls
- 2.2.15. Check structural integrity of the unit
- 2.2.16. Perform any and all other biannual maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications

2.3. Annually (March)

- 2.3.1. Check fans and fan shafts for proper balance
- 2.3.2. Check and record motor current against nameplate
- 2.3.3. Check all safety controls

3. The Contractor shall inspect and complete preventive maintenance on all air conditioning systems as required to maintain them in proper operating condition by providing, at a minimum, the following services:

3.1. Quarterly (August, November, February and June)

- 3.1.1. Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- 3.1.2. Check moisture indicators and sight glasses
- 3.1.3. Check oil level
- 3.1.4. Check oil contamination
- 3.1.5. Check all belts where applicable
- 3.1.6. Check superheat and adjustment
- 3.1.7. Lube motors/bearings where applicable
- 3.1.8. Inspect and clean condenser coil
- 3.1.9. Check water cooled condenser coil where applicable
- 3.1.10. Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- 3.1.11. Check fan wheels - clean as required
- 3.1.12. Check fan scrolls - clean as required
- 3.1.13. Inspect and clean evaporator coils
- 3.1.14. Inspect and clean condensate pans

- 3.1.15. Replace air filters (*contractor to supply the filters*)
- 3.1.16. Check humidifier strainer where applicable.
- 3.1.17. Check and clean humidifier float assembly
- 3.1.18. Check and clean humidifier drain/pan
- 3.1.19. Check for any unusual noises or vibrations

3.2. Biannually (August and February)

- 3.2.1. Check and record operating temperatures
- 3.2.2. Check all safety controls
- 3.2.3. Check hot gas by pass controls where applicable
- 3.2.4. Check head pressure controls where applicable
- 3.2.5. Check unloader operation where applicable
- 3.2.6. Check all operating controls
- 3.2.7. Check and tighten all electrical connections
- 3.2.8. Check water regulating valve where applicable
- 3.2.9. Check crankcase heaters
- 3.2.10. Check fan sheave wear
- 3.2.11. Check fan sheave alignment
- 3.2.12. Check fan bearing supports
- 3.2.13. Check motor supports
- 3.2.14. Check damper operation
- 3.2.15. Check damper linkages
- 3.2.16. Check motor damper operation
- 3.2.17. Check humidifier level controls
- 3.2.18. Check humidifier heating elements
- 3.2.19. Check all humidifier controls
- 3.2.20. Check and clean outside air intakes
- 3.2.21. Check structural integrity of the unit
- 3.2.22. Check glycol level if applicable

3.3. Annually (March)

- 3.3.1. Check and record volts/amps of compressors
- 3.3.2. Check and record volts/amps of condenser fan motor where applicable
- 3.3.3. Check starter and contact surfaces
- 3.3.4. Check cap tubes/piping for chafing
- 3.3.5. Inspect and clean condensate pumps where applicable

4. The Contractor shall clean and inspect all heating systems including boilers, furnaces and domestic hot water tanks as described below:

4.1. Biannually (August and February)

- 4.1.1. Remove all cleaning access panels
- 4.1.2. Wire brush and vacuum all fireside surfaces so that they are free of soot
- 4.1.3. Wash coat all refractory; perform patching of refractory as required
- 4.1.4. Replace all gaskets as required
- 4.1.5. Reseal boiler access panels
- 4.1.6. Inspect all burners; Adjust spark gap and test pilots
- 4.1.7. Test fire all burners
- 4.1.8. Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs

- 4.1.9. Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
- 4.1.10. Perform any and all other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications

4.2. Annually (November)

- 4.2.1. Test and ensure that all operating controls for the respective heating systems are working properly

5. The Contractor shall make an annual inspection of all control systems including all components as described below. The automatic temperature control system services shall consist, at a minimum, the following services:

5.1. Annually (March)

- 5.1.1. Check all dampers and lubricate
- 5.1.2. Check operational sequence of all VAV's, single duct terminal units, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
- 5.1.3. Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
- 5.1.4. Check all room thermostats
- 5.1.5. Check time clock operation and settings
- 5.1.6. Check particle filters and oil filters (change as required)
- 5.1.7. Check pressure reducing valve settings
- 5.1.8. Check low-pressure safety valve
- 5.1.9. Check air dryer refrigerant pressure/temperatures
- 5.1.10. Check air dryer drain tap and by pass valves
- 5.1.11. Drain air compressor tank and check traps
- 5.1.12. Check air compressor oil pressure
- 5.1.13. Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required
- 5.1.14. Check air compressor unloaders and check valve
- 5.1.15. Check air compressor operating controls including PE switch, starter and alternator
- 5.1.16. Check air compressor high-pressure safety valve
- 5.1.17. Perform any software changes, upgrades and back ups as required
- 5.1.18. Repair or replace all defective components
- 5.1.19. Perform any and all other maintenance, or component replacement or repair necessary to maintain the control systems in accordance with manufacturer's specifications

6. The Contractor shall maintain all digital control systems and associated devices on an annual basis as required to maintain them in proper operating condition by providing, at a minimum the following services:

6.1. Annually (February)

- 6.1.1. Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
- 6.1.2. Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors
- 6.1.3. Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
- 6.1.4. Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices

- 6.1.5. Make back up copies of software configurations and operating system. Provide customer with access to most recent copy.
 - 6.1.6. Check and record any system abnormalities or deficiencies.
7. The Contractor shall maintain all variable speed drive systems and associated devices on an annual basis as required to maintain them in proper operating condition by providing, at a minimum the following services:
 - 7.1. Annually (February)
 - 7.1.1. Review system for proper operation, verify that all associated devices start, run at various speeds and stop
 - 7.1.2. Clean the unit
 - 7.1.3. Check and record input and output voltages
 - 7.1.4. Check all electrical connections
 - 7.1.5. Check units with infrared tool to detect any hot spots
 - 7.1.6. Check circulating fans for proper operation and or excessive wear, vibration or noise
 - 7.1.7. Inspect capacitors for any bulging or leakage
 - 7.1.8. Monitor and record heat sink temperatures
 - 7.1.9. Check and record any system abnormalities or deficiencies
8. The Contractor shall maintain café walk-in cooler and associated devices on an annual basis as required to maintain them in proper operating condition by providing, at a minimum the following services:
 - 8.1. Annually (March)
 - 8.1.1. Review system for proper operation, verify that all associated devices start, run at various speeds and stop
 - 8.1.2. Clean the unit
 - 8.1.3. Check fluid levels and adjust as necessary
 - 8.1.4. Check and record input and output voltages
 - 8.1.5. Check all electrical connections
 - 8.1.6. Check circulating fan for proper operation and or excessive wear, vibration or noise
 - 8.1.7. Check and record any system abnormalities or deficiencies
9. The Contractor shall maintain radiant ceiling and floor heating equipment and associated devices on an annual basis as required to maintain them in proper operating condition by providing, at a minimum the following services:
 - 9.1. Annually (November)
 - 9.1.1. Check for proper operation
 - 9.1.2. Check manifolds
10. The preventive maintenance inspections shall be scheduled and completed within the specified time frame, subject to the approval of the McAuliffe-Shepard Discovery Center Engineer or his/her designated representative.
 - 10.1. The designated representative for this contract shall be Jeffrey Hill, Engineer, McAuliffe-Shepard Discovery Center, 2 Institute Drive Concord, NH 03301. Telephone: 603 271-7827 x108.

11. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.
12. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than two hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional response time over two hours from any overtime payment.
13. Request to repair and/or replace parts shall be approved by the MSDC. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization from the MSDC Engineer or his/her designated representative(s).
14. 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 signature thereon.
15. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.

HVAC EQUIPMENT LIST

PART 1, Discovery Center (original construction - 1989)

Equipment includes:

- 2 McQuay condensing units, 2 McQuay air handlers (approx. 22 years old)
 - 1 York condensing unit, 1 York air handler (approx. 4 years old)
 - 1 Liebert Datamate (computer room) with roof-top condenser (approx. 6 years old)
 - 3 Taco hot water pump units (two need to be replaced on separate RFB)
 - 2 Carrier roof-top units (approx. 12 years old) (1 for NGERC room and 1 for old gift shop)
 - 5 Exhaust fans
 - 2 Air return units
 - 1 Hydrotherm boiler model AM-150 (approx. 6 years old)
 - 1 Hydrotherm boiler model KN6 (approx. 5 years old)
 - 1 Hot water heater (will need replacement on separate RFB)
- Additional equipment not listed but identified by Contractor
 Staefa Talon energy management system
- Any equipment purchased and installed during the term of this agreement that is a replacement for any equipment listed here.

PART 2, Discovery Center (new construction - 2009)

Equipment includes:

- 8 Blower coils, Trane, Models: BCHC054G2 (2); BCHC072G2 (4); BCHC90G2 (2)
- 3 Cabinet unit heaters, Rittling
- 2 Boilers, Cleaver Brooks, natural gas, Model: CFC-700-1500-60HW
- 2 Expansion tanks, Armstrong

- 1 Bypass Feeder, John Wood Co., Model: JWVF-27-010
- 1 Chiller, York
- 1 Condensing unit, York 120 ton (2, 60 ton compressors)
- 1 Water heater, SuperStor Ultra, Model: SSU-60
- 6 Exhaust fans
- 5 Radiant Ceiling heaters
- 2 Unit heaters, ceiling mount
- 14 VAV, Trane Varitrane
- 3 Cabinet unit heaters, Rittling
- 2 Boiler pumps, Model: 86765102-v07
- 1 Plant-wide controller, Preferred Instruments
- Air handlers
- York air modulators
- 1 Humidifier, DriSteem
- 4 HVAC pumps, Armstrong, Model: 3x2x8 4050
- 4 VLT HVAC drives
- Radiant floor heat and manifolds
- One hot water heater circulating pump, Taco, Model: 0013-F3
- One walk-in refrigerator condensing unit, Bally, Model BEHA-15H2-HT3B-B
- Additional equipment not listed but identified by Contractor
- Total Control energy management system
- Any equipment purchased and installed during the term of this agreement that is a replacement for any equipment listed here

PART 3, Filter Reference

Filters for the McAuliffe-Shepard Discovery Center, new construction only
(Provided as reference -- may not be complete)

1. York Air Handler

(48) 16 X 20 x 2 filters

2. Blower Coils

Tag Data - BCXC Blower Coil Air Handler (Qty: 8)

Item	Tag(s)	Qty	Description	Model Number
A1	BC-1	1	BCXC Blower Coil Air Handler (BCXC)	BCHC054G2**A1MA3E000000B010000000000000
A2	BC-2	1	BCXC Blower Coil Air Handler (BCXC)	BCHC054G2**A1MA3E000000B010000000000000
A3	BC-3	1	BCXC Blower Coil Air Handler (BCXC)	BCHC072G2**A1M04F000000B010000000000000
A4	BC-4	1	BCXC Blower Coil Air Handler (BCXC)	BCHC090G2**A1G07P000000B010000000000000
A5	BC-5	1	BCXC Blower Coil Air Handler (BCXC)	BCHC072G2**A1GA5F000000B010000000000000
A6	BC-6	1	BCXC Blower Coil Air	BCHC090G2**A1NA6P000000B010000000000000

Item	Tag(s)	Qty	Description	Model Number
			Handler (BCXC)	
A7	BC-7	1	BCXC Blower Coil Air Handler (BCXC)	BCHC072G2**A1NA5F000000B010000000000000
A8	BC-8	1	BCXC Blower Coil Air Handler (BCXC)	BCHC072G2**A1G06P000000B010000000000000

Product Data - BCXC Blower Coil Air Handler
All Units

Horizontal Configuration
460/60/3
Foil Faced Insulation 1"
Motor, drive & control box on Same Side as Coil & Drainpan Connection
Polymer Drainpan - Right Hand Coil & Drainpan Connections
2" Pleated Throwaway Filter
Control Interface pkg

Item: A1, A2 Qty: 2 Tag(s): BC-1, BC-2
Unit Size 54; 4-1/2 Ton
4 Row High Capacity Hydronic Coil
1 Row Heating Hydronic Coil
3/4 Horsepower 727-1029 rpm 60 hz (602-853 rpm 50 hz)
(2) 20 x 20 x 2 filters

Item: A3 Qty: 1 Tag(s): BC-3
Unit Size 72; 6 Ton
4 Row High Capacity Hydronic Coil
1 Horsepower 879-1245 rpm 60 hz (728-1031 rpm 50 hz)
(1) 20 x 20 x 2 filter
(1) 20 x 25 x 2 filter

Item: A4 Qty: 1 Tag(s): BC-4
Unit Size 90; 7-1/2 Ton
6 Row Hydronic Coil
3 Horsepower 1029-1332 rpm 60 hz (853-1104 rpm 50 hz)
(3) 16 x 25 x 2 filters

Item: A5 Qty: 1 Tag(s): BC-5
Unit Size 72; 6 Ton
6 Row Hydronic Coil
1 Row Heating Hydronic Coil
1-1/2 Horsepower 879-1245 rpm 60 hz (728-1031 rpm 50 hz)
(1) 20 x 20 x 2 filter
(1) 20 x 25 x 2 filter

Item: A6 Qty: 1 Tag(s): BC-6

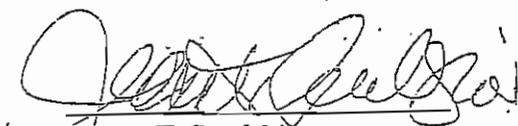
Unit Size 90; 7-1/2 Ton
6 Row High Capacity Hydronic Coil
1 Row Heating Hydronic Coil
2 Horsepower 1029-1332 rpm 60 hz (853-1104 rpm 50 hz)
(3) 16 x 25 x 2 filters

Item: A7 Qty: 1 Tag(s): BC-7
Unit Size 72; 6 Ton

6 Row High Capacity Hydronic Coil
1 Row Heating Hydronic Coil
1-1/2 Horsepower 879-1245 rpm 60 hz (728-1031 rpm 50 hz)
(1) 20 x 20 x 2 filter
(1) 20 x 25 x 2 filter

Item: A8 Qty: 1 Tag(s): BC-8
Unit Size 72; 6 Ton

6 Row Hydronic Coil
2 Horsepower 1029-1332 rpm 60 hz (853-1104 rpm 50 hz)
(1) 20 x 20 x 2 filter
(1) 20 x 25 x 2 filter


Jeanne T. Gerulskis
Executive Director

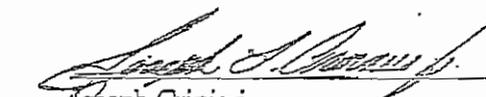

Joseph Crinieri
Vice President

Exhibit B

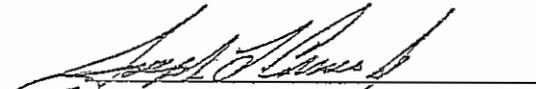
Payment for the preventative maintenance portion of services (\$2,198.75 per quarterly service, with a total not to exceed \$8,795.00 for the duration of this contract) will be made upon completion of service, acceptance of service by the Discovery Center, and presentation of invoice. No trip charge will be applied to preventative maintenance invoices. Payment includes the cost of filters.

Payment for any service other than preventative maintenance will be at a cost not to exceed \$40/trip, 10% mark-up on equipment, and labor charge not to exceed \$82.00/hour labor 7 a.m. - 5 p.m. Monday - Friday and \$123/hour labor at all other times including holidays, night and weekends, for a total not to exceed \$14,765.00 for the duration of this contract. Payment for any service other than preventative maintenance will be made upon completion of service, acceptance of service by the Discovery Center, and presentation of invoice.

All payment terms are net 30.



Jeanne T. Gerulskis
Executive Director



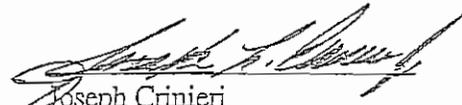
Joseph Crinieri
Vice President

Exhibit C

No Special Provisions.



Jeanne T. Gerulskis
Executive Director

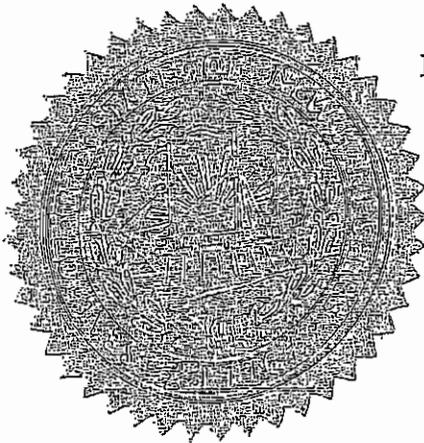


Joseph Crinieri
Vice President

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 AAA ENERGY SERVICE CO. doing business in New Hampshire as AAA ENERGY SERVICE CO., INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August, A.D. 2011

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

William M. Gardner
Secretary of State



ENERGY SERVICE CO.

"Optimizing Your Building's Performance"

4 Commercial Road • P.O. Box 908 • Scarborough, ME 04070-0908 • (207) 883-1473 FAX (207) 883-8371

Corporate Resolution

I, David P. Kelley, hereby certify that I am duly elected President of AAA Energy Service Co. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21st, 2009 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Joseph Crinieri, Vice President is duly authorized to enter into contracts or agreements on behalf of AAA Energy Service Co. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: July 27th, 2011

ATTEST:

D. Kelley

David P. Kelley
President

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2011

PRODUCER (603)224-2562 FAX (603)224-8012 The Rowley Agency, Inc. 139 Loudon Road P.O. Box 511 Concord, NH 03302-0511	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED AAA Energy Service Co PQ Box 908 Scarborough, ME 04070	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Ins Co</td> <td>001109</td> </tr> <tr> <td>INSURER B: Travelers Prop Cas Co of Amer</td> <td></td> </tr> <tr> <td>INSURER C: Maine Employers Mutual Ins Co</td> <td>0008</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins Co	001109	INSURER B: Travelers Prop Cas Co of Amer		INSURER C: Maine Employers Mutual Ins Co	0008	INSURER D:		INSURER E:	
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COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	DT-CO-7093M995-COF-10	10/05/2010	10/05/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	DT-810-7426M235-COF-10	10/05/2010	10/05/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	DTSM-CUP-7426M260-TIL-10	10/05/2010	10/05/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ME / 1810079281 3102800842 3A: NH, CT, VT, NY, PA, RI	10/05/2010	10/05/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Leased/Rented Equipment	QT-660-6976M014-COF-10	10/05/2010	10/05/2011	Limit: \$50,000 Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS covering operations of the insured during the policy period.

except 10 days for nonpayment of premium

CERTIFICATE HOLDER

CANCELLATION

McAuliffe-Shepard Discovery Center
 2 Institute Dr.
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Karen Stapley/KS

Karen Stapley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECEIVED

AUG 12 2011

McAULIFFE-SHEPARD
DISCOVERY CENTER
CONCORD, NH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 43

DATE (MM/DD/YYYY) 10/05/2011

PRODUCER 603.224.2562 FAX 603.224.8012
 The Rowley Agency, Inc.
 139 Loudon Road
 P.O. Box 511
 Concord, NH 03302-0511

INSURED AAA Energy Service Co
 PO Box 908
 Scarborough, ME 04070

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE:	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Continental Western Insurance	
INSURER C: Maine Employers Mutual Ins Co	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	CPA5002402 CLA5016101/RI GL	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LDC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA5002403	10/05/2011	10/05/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUA5002404	10/05/2011	10/05/2012	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3A: ME 1810079281 3102800842 3A: NH, PA, CT, NY, MA, RI	10/05/2011	10/05/2012	<input checked="" type="checkbox"/> WORKERS' COMPENSATION LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER Leased/Rented Equip.	CPA5002402	10/05/2011	10/05/2012	Limit: \$ 50,000 Ded: \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 except 10 days for nonpayment of premium
 CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Karen Stapley/KS *Karen Stapley*

McAuliffe-Shepard Discovery Center
 ATTN: Martha Laurie
 2 Institute Dr.
 Concord, NH 03301

IMPORTANT

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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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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