



## New Hampshire Veterans Home

139 Winter Street  
Tilton, NH 03276



62

Barry E. Conway  
Commandant

Telephone: (603) 527-4400  
Fax : (603) 527-4402

December 18, 2012

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

### REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a **retroactive sole source** contract amendment, (Contract # 1005952), with RTH Mechanical Services, (VC# 167593), 99 Pine Road, Brentwood, NH 03833 by changing the completion date from December 30, 2012 to June 30, 2013 and by increasing the contract amount by \$25,000.00 from \$56,520.00 to \$81,520.00 for the sole purpose of providing miscellaneous HVAC and Plumbing services to the Home effective Governor and Council approval.

Funding Source: 100% General Funds.

Funding is available in 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2013</u>
#048-500226 Contractual Bldg & Grds	\$25,000.00

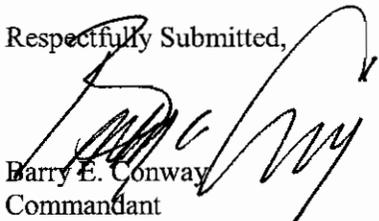
### EXPLANATION

This contract provides for miscellaneous HVAC and Plumbing services at the New Hampshire Veterans Home. In October 2009, the New Hampshire Veterans Home advertised for bids in the newspaper for miscellaneous HVAC and Plumbing services. The Home received five bids for this contract and it was approved at Governor and Council on 1/27/10 #72. The vendor has performed miscellaneous HVAC and plumbing services at the Home, which has provided repair and maintenance to the Homes console HVAC units. In addition to that the Division of Administrative Services, Purchase and Property is currently working on a state wide HVAC and Plumbing services contract that looks like it will be ready in the summer of next year, which is why we respectfully request an extension of the completion date, so that the Home is in line with the new contracts being offered through the Division of Administrative Services. The Home is pleased with the reliability of this contractor and as such feels comfortable entering into this contract amendment.

This contract is retroactive due to the time it took for the vendor to gather necessary documents.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

  
Barry E. Conway  
Commandant



AMENDMENT OF AGREEMENT BETWEEN  
THE NEW HAMPSHIRE VETERANS HOME  
AND  
RTH Mechanical Services

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 2<sup>nd</sup> day of November, 2012, by and between the State of New Hampshire, acting by and through the New Hampshire Veterans Home (hereinafter called "NHVH"), and RTH Mechanical Services, 99 Pine Road, Brentwood, NH , 03833, vendor number 167593 (hereinafter called the "Contractor").

WHEREAS, pursuant to an Agreement dated December 24, 2009, the Contractor has agreed to provide certain services upon the terms and conditions specified in the agreement, in consideration of payment by NHVH of certain sums specified therein; and

WHEREAS, pursuant to Contract Terms of the agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after such approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, NHVH and the Contractor have agreed to amend the agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the agreement and set forth herein, the parties hereto agree as follows:

1. Amendment and Modification of Agreement

The Contract is hereby amended as follows:

Paragraph 1.7, Completion Date is revised as follows:

Change 12/30/2012 to read 6/30/2013.

Paragraph 1.8, Price Limitation is revised as follows:

Increased by \$25,000 from \$56,520 to \$81,520.

2. Effective Date of Amendment

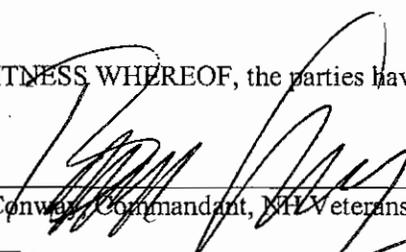
The effective date of this action is from the date of Governor and Council approval.

3. Continuance of Agreement

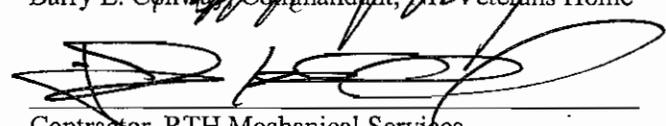
Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.



IN WITNESS WHEREOF, the parties have hereunto set their hands as the day and year written below.

  
\_\_\_\_\_  
Barry E. Conway, Commandant, NH Veterans Home

12.03.12  
Date

  
\_\_\_\_\_  
Contractor, RTH Mechanical Services

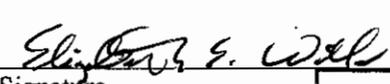
11/02/2012  
Date

STATE OF NEW HAMPSHIRE

County of Rockingham

The foregoing instrument was acknowledged before me on this 2nd day of November, 2012, by

Elizabeth E. Wills, Notary Public

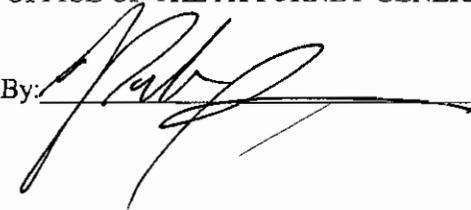
  
Signature

**Elizabeth E Wills  
Notary Public  
New Hampshire  
My Commission Expires 8-22-17**

11/02/2012  
Date

08/22/2017  
Commission Expires

Approved to as form, execution, and substance:  
OFFICE OF THE ATTORNEY GENERAL

By:   
\_\_\_\_\_

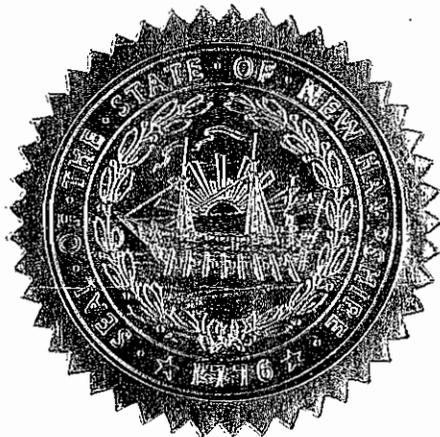
12/4/12  
Date



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RTH Mechanical Services, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 22, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of November, A.D. 2012

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

William M. Gardner  
Secretary of State









**New Hampshire Veterans Home**

139 Winter Street  
Tilton, NH 03276



Barry E. Conway  
Commandant

Telephone: (603) 527-4400  
Fax : (603) 527-4402

November 4, 2011

G+C 11/30/11  
# 75

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

**REQUESTED ACTION**

Authorize the New Hampshire Veterans Home to enter into a contract amendment, (Contract # 1005952), with RTH Mechanical Services, (VC# 167593), 99 Pine Road, Brentwood, NH 03833 by increasing the contract amount by \$ 20,000.00 from 36,520.00 to 56,520.00 for the sole purpose of providing miscellaneous HVAC and Plumbing services to the Home effective Governor and Council approval through December 30, 2012.

Funding Source: 100% General Funds.

Funding is available in 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

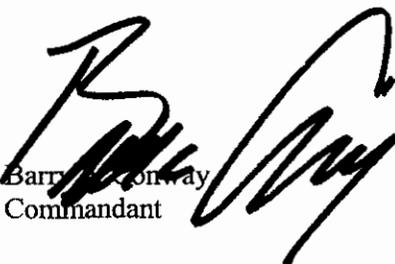
	<u>FY 2012</u>	<u>FY 2013</u>
#048-500226 Contractual Bldg & Grds	\$10,000.00	\$10,000.00

**EXPLANATION**

This contract provides for miscellaneous HVAC and Plumbing services at the New Hampshire Veterans Home. In October 2009, the New Hampshire Veterans Home advertised for bids in the newspaper for miscellaneous HVAC and Plumbing services. The Home received five bids for this contract and it was approved at Governor and Council on 1/27/10 #72. The vendor has performed miscellaneous HVAC and plumbing services at the Home, which has provided repair and maintenance to the Homes console HVAC units. The quality of the water and glycol that is in the new system has caused repairs to be higher than anticipated. The Home has had to flush the complete system two times, which is what has precipitated this request. The Home is pleased with the reliability of this contractor and as such feels comfortable entering into this contract amendment.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

  
Barry E. Conway  
Commandant





# New Hampshire Veterans Home

139 Winter Street  
Tilton, NH 03276-0229



Barry E. Conway  
Commandant

Telephone: (603) 527-4400  
Fax : (603) 527-4402

January 14, 2010

G+C  
1/27/10 # 72

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

### REQUESTED ACTION

Authorized the New Hampshire Veterans Home to enter into a contract with RTH Mechanical Services, 99 Pine Road, Brentwood, NH 03833, (Vendor # 167593), in the amount of \$36,520.00 to provide miscellaneous HVAC and Plumbing services from the date of G&C approval through December 30, 2012. Funding source is 100% General Funds.

Funds are available in 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified

	<u>FY 2010</u>	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
048-500226 Bldg & Grounds Contractual Maintenance	\$9,130	\$9,130	\$9,130	\$9,130

### EXPLANATION

This contract provides for miscellaneous HVAC and Plumbing service at the New Hampshire Veterans Home. In October 2009, the New Hampshire Veterans Home advertised for bids on the New Hampshire Veterans Home web site as well as the State of NH, Purchase and Property web site for miscellaneous HVAC and Plumbing services. Five vendors responded to the proposal, see attached listing. The New Hampshire Veterans Home is pleased with the reliability of this contractor and as such feels comfortable awarding this contract. This contract includes a two-year extension option that may be exercised at the end of the contract term with Governor and Council approval.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

Barry E. Conway  
Commandant

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/18/2010

PRODUCER (207)829-3450 FAX (207)829-6350  
Norton Insurance Agency  
275 US Route 1  
Cumberland Foreside, ME 04110

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 RTH Mechanical Services Inc.  
99 Pine Rd  
Brentwood, NH 03833

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity	25658
INSURER B: Travelers P&C Co of America	25674
INSURER C: MEMIC Insurance Companies	
INSURER D: The Travelers Insurance	
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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI endt#CGD2450805 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4TCO2383N968	02/20/2010	02/20/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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	BA2452N794	02/20/2010	02/20/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	4TSMCUP2825N66A	02/20/2010	02/20/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	5101800156 YES RICHARD T HANSELL	02/20/2010	02/20/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	<b>OTHER</b> Installation Floater/ Stored Materials	QT6600983M516	02/20/2010	02/20/2011	\$350,000 \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named as additional insured under general liability with respects to work performed by the named insured.

## CERTIFICATE HOLDER

New Hampshire Veterans Home  
139 Winter Street  
Tilton, NH 03276-0229

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cathy Dudley CIC, AAI, AIS

# 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 RTH Mechanical Services, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 22, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of September, A.D. 2011

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

William M. Gardner  
Secretary of State

# *RTH Mechanical Services Inc*

99 Pine Road  
Brentwood, NH 03833-6510

Phone: 603-772-9779  
Fax: 603-772-0389

November 3, 2011

New Hampshire Veterans Home  
139 Winter Street  
Tilton, New Hampshire 03276-0229

Attn: Nancy Nolin  
Chief Accountant

I, Richard T. Hansell, hereby certify that I am the sole director of RTH Mechanical Services Inc, and I am authorized to enter into and sign contract agreements with the New Hampshire Veterans Home, Tilton NH, on behalf of the Corporation.

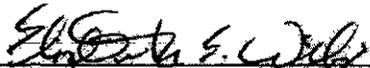


Richard T. Hansell, President

State of New Hampshire  
Country of Rockingham

On this the 3<sup>rd</sup> day of November 2011 before me, Elizabeth E. Wills, personally appeared Richard T. Hansell, known to me to be the person whose name is scribed to the within instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:



Elizabeth E. Wills, Notary Public

My Commission Expires 11/19/2012.

IN WITNESS WHEREOF, the parties have hereunto set their hands as the day and year written below.

[Signature]  
Barry E. Conway, Commandant, NH Veterans Home

10-03-11  
Date

[Signature]  
RICH HANSECK  
Contractor, RTH Mechanical Services PRESIDENT

9-20-11  
Date

STATE OF NEW HAMPSHIRE

County of

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of Sept, 2011, by

[Signature]  
Signature

9/20/2011  
Date

9/19/2012  
Commission Expires



Approved to as form, execution, and substance:  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_

\_\_\_\_\_  
Date

AMENDMENT OF AGREEMENT BETWEEN  
THE NEW HAMPSHIRE VETERANS HOME  
AND  
RTH Mechanical Services

This Amendment to Agreement (hereinafter called the "Amendment"), dated this <sup>20</sup> day of September, 2011, by and between the State of New Hampshire, acting by and through the New Hampshire Veterans Home (hereinafter called "NHVH"), and RTH Mechanical Services, 99 Pine Road, Brentwood, NH , 03833, vendor number 167593 (hereinafter called the "Contractor").

WHEREAS, pursuant to an Agreement dated December 24, 2009, the Contractor has agreed to provide certain services upon the terms and conditions specified in the agreement, in consideration of payment by NHVH of certain sums specified therein; and

WHEREAS, pursuant to Contract Terms of the agreement may be amended, waived or discharged only be an instrument in writing signed by the parties thereto and only after such approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, NHVH and the Contractor have agreed to amend the agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the agreement and set forth herein, the parties hereto agree as follows:

1. Amendment and Modification of Agreement

The Contract is hereby amended as follows:

Paragraph 1.8, Price Limitation is revised as follows:  
Increased by \$20,000 from \$36,520 to \$56,520.

2. Effective Date of Amendment

The effective date if this action is from the date of Governor and Council approval.

3. Continuance of Agreement

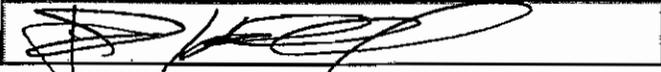
Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Subject: Provide Miscellaneous HVAC and Plumbing Service to the NHVH 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 <u>NEW HAMPSHIRE VETERANS HOME</u>		1.2 State Agency Address <u>139 WINTER STREET, TILTON, NH 03276</u>	
1.3 Contractor Name <u>RTH Mechanical Services</u>		1.4 Contractor Address <u>99 Pine Road, Brentwood NH 03833</u>	
1.5 Contractor Phone Number <u>603-772-9779</u>	1.6 Account Number <u>010-043-5358-048-500226</u>	1.7 Completion Date <u>12/30/2012</u>	1.8 Price Limitation <u>36,520.00</u>
1.9 Contracting Officer for State Agency <u>Margaret D. LaBrecque</u>		1.10 State Agency Telephone Number <u>603-527-4840</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>RICH HANSELL PRESIDENT</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>12/24/09</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] <u>Elizabeth E. Willis</u>		ELIZABETH E. WILLS Notary Public State of New Hampshire My Commission Expires 09/19/2012	
1.13.2 Name and Title of Notary or Justice of the Peace  <u>Elizabeth E. Willis</u>			
1.14 State Agency Signature <u>Margaret D LaBrecque</u>		1.15 Name and Title of State Agency Signatory <u>Margaret D. LaBrecque, Business Administrator IV</u>	
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>Anthony J. Blenkinsop</u> On: <u>1/11/10</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").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all 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.

**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/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 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.

PIH.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. Scope Of Services:**

The NH Veterans Home proposes to enter into an agreement with a contractor to provide miscellaneous HVAC and Plumbing services on an as needed basis.

1. The Contractor shall provide HVAC and plumbing services on an on call basis. Services that may be required but not limited to are as follows:
  - Replacement/repair of air conditioning units
  - Replacement/repair of boilers
  - Replacement/repair of ventilators
  - Replacement/repair of cooling towers
  - Replacement/repair of heat pumps
  - Replacement/repair of kitchen refrigeration equipment
  - Replacement/repair of circulator pumps, motors, variable frequency drives.
  - Replacement/repair of building energy management system
  - Replacement/repair of domestic water system pumps, expansion tanks, and controls.
  - Chemically treating and cleaning of closed loop boiler system
  - Chemically treating and cleaning of cooling towers to prevent scale, rust, and corrosion.
2. The Contractor shall employ a licensed HVAC technician who shall be responsible for the work.
3. The Contractor shall provide response time of two hours for calls of any emergency nature. If overtime is necessary as a result of late arrival, the NH Veterans Home may deduct the additional time, over two hours from any overtime payment.
4. The Contractor shall see that all local, State and Federal regulations are followed. Any fines assessed to the NH Veterans Home due to the lack of these regulations being followed will be the responsibility of the successful bidder.
5. The Contractor shall be responsible to call Digsafe if applicable. Any fines assessed to the NH Veterans Home due to failure to obtain a Digsafe permit to have utilities located will be the responsibility of the successful bidder
6. The Contractor shall meet with the Plant Maintenance Engineer III or Maintenance Mechanic Foreman when equipment needs additional repairs to ensure systems are functioning at 100%. If vendor needs to supply any material, material will be invoiced not to exceed 18% above vendors cost. Replacement parts supplied by the vendor shall be new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the Plant Maintenance Engineer III or his designated representative. The NH Veterans Home reserves the right to request the vendor supply invoices from suppliers showing vendor cost so that mark up can be verified.
7. The Contractor shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
8. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

RTH

12-24-09

**EXHIBIT A**  
**SCOPE OF SERVICES**

9. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The bidder shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
10. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
11. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
12. Special charges, surcharges or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built in to your bid price at time of bid.
13. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
14. The NH Veterans Home reserves the right to terminate this contract at any given time with a 30 day written notice.
15. The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.6). Any work undertaken by the contractor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through December 30, 2012. At the completion, this contract may be extended for a period of two (2) years upon written request of the Contractor and approval by the NH Veterans Home with further approval of the Governor and Executive Council.

**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**

**Hourly rate of HVAC and Plumbing services**

1. Monday thru Friday 8:00am to 5:00pm	\$ <u>85.00</u> per hour/per person
2. Monday thru Friday 5:01pm to 7:59am	\$ <u>127.50</u> per hour/per person
3. Saturdays	\$ <u>127.50</u> per hour/per person
4. Sunday	\$ <u>127.50</u> per hour/per person
5. Holidays	\$ <u>170.00</u> per hour/per person

**Dollars encumbered per year are an estimate and not a guarantee of monies paid. See attached spreadsheet for estimated hours needed to reach potential dollars needed.**

**A. Invoicing:**

The Contractor shall invoice the NH Veterans Home per the hourly rate for time signed in and out at the Facility Service Department. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

**B. Payment:**

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

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in this Contract. The NH Veterans Home does not pay late charges or interest.

*R.H.*

*12-24-09*

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special Provisions

# *RTH Mechanical Services Inc*

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99 Pine Road  
Brentwood, NH 03833-6510

Phone: 603-772-9779  
Fax: 603-772-0389

November 3, 2011

New Hampshire Veterans Home  
139 Winter Street  
Tilton, New Hampshire 03276-0229

Attn: Nancy Nolin  
Chief Accountant

I, Richard T. Hansell, hereby certify that I am the sole director of RTH Mechanical Services Inc, and I am authorized to enter into and sign contract agreements with the New Hampshire Veterans Home, Tilton NH, on behalf of the Corporation.



Richard T. Hansell, President

State of New Hampshire  
Country of Rockingham

On this the 3<sup>rd</sup> day of November 2011 before me, Elizabeth E. Wills, personally appeared Richard T. Hansell, known to me to be the person whose name is scribed to the within instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:



Elizabeth E. Wills, Notary Public

My Commission Expires 11/19/2012.

