



# New Hampshire Veterans Home

139 Winter Street  
Tilton, NH 03276



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Margaret D. LaBrecque  
Commandant

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

March 28, 2014

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

### Requested Action

Authorize the New Hampshire Veterans Home to enter into a contract with Century Mechanical Inc., P.O. Box 2230, Concord, NH 03301 in the amount of \$54,000.00 for miscellaneous HVAC and plumbing services at the Veteran's Home effective Governor and Council approval through March 31, 2017.

Funding source 100% General Funds.

Funding is available in 05-43-43-430010-53580000, New Hampshire Veterans Home, Custodial Services, as follows:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
048-500226 Contractual Maintenance Building and Grounds	\$3,000.00	\$18,000.00	\$18,000.00	\$15,000.00

### Explanation

The request for proposal was posted January 2014 on the Veterans Home's web site as well as the Department of Administrative Services, Purchase and Property web site as required. Two vendors responded to the request for proposal. (See attached spreadsheet).

The mechanical systems in the facility are in need of regular maintenance requiring the professional services of an HVAC contractor. In reviewing past utilization of these services, we can reasonably anticipate the requested amount to be sufficient through the end of March 31, 2017. This contract includes a two-year extension option that may be exercised at the end of the contract with Governor and Council approval.

This contract has been approved by the Attorney General's Office as to form, substance and execution.

Respectfully Submitted,

*Margaret D LaBrecque*  
Margaret D. LaBrecque  
Commandant

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>Century Mechanical Inc.</u>		1.4 Contractor Address <u>PO Box 2230 Concord NH 03301</u>	
1.5 Contractor Phone Number <u>603-224-3284</u>	1.6 Account Number <u>010-043-5358-048-500226</u>	1.7 Completion Date <u>3/31/17</u>	1.8 Price Limitation <u>\$ 54,000</u>
1.9 Contracting Officer for State Agency <u>Melissa A. Milione</u>		1.10 State Agency Telephone Number <u>603-527-4847</u>	
1.11 Contractor Signature <u>[Signature]</u> VP.		1.12 Name and Title of Contractor Signatory <u>Anthony Ward, Vice President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/5/14</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 <u>[Signature]</u> [Seal]		CAROLYN TAYLOR, Notary Public My Commission Expires February 28, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Carolyn Taylor, Notary</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Melissa A. Milione Director of Administrative Services</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>[Signature]</u> On: <u>3/26/14</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.

Contractor Initials   
Date 3/5/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

Contractor Initials   
Date 2/5/14

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**

**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 Contractor.
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 Contractor
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.
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 Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and 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.

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

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.
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. 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.
16. 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 March 31, 2017. 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**

**A. Hourly rate of HVAC and Plumbing services**

- |   |                                      |
|---|--------------------------------------|
| 1. <b>Monday thru Friday 8:00am to 5:00pm</b> | \$ <u>78.00</u> per hour/per person  |
| 2. <b>Monday thru Friday 5:01pm to 7:59am</b> | \$ <u>117.00</u> per hour/per person |
| 3. <b>Saturdays</b>                           | \$ <u>117.00</u> per hour/per person |
| 4. <b>Sunday and Holidays</b>                 | \$ <u>117.00</u> per hour/per person |

**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 contract, 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 the contract. The NH Veterans Home does not pay late charges or interest.



**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special Provisions

# 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 CENTURY MECHANICAL, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 13, 1997. 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 28<sup>th</sup> day of January, A.D. 2014

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

William M. Gardner  
Secretary of State

**Century Mechanical Inc.**

PO BOX 2230  
Concord, NH 03302-2230  
Phone (603) 224-3284  
Fax (603) 224-0047

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**CERTIFICATE OF AUTHORITY  
WITH SEAL**

I, Anthony M. Ward, do hereby certify that Robert S. Hansen, is a duly elected clerk of Century Mechanical, Inc.

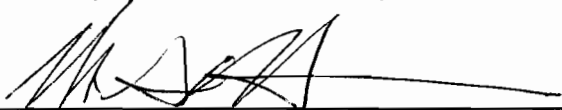
The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 1/27/14:

RESOLVED: That this corporation is authorized to enter into a contract with New Hampshire Veterans Home for the provision of HVAC and plumbing services.

RESOLVED: That the Vice President is hereby authorized on behalf of this Corporation to enter into the said contract with New Hampshire Veterans Home and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of 1/27/14.

Anthony M. Ward is the duly elected Vice President of the Corporation.



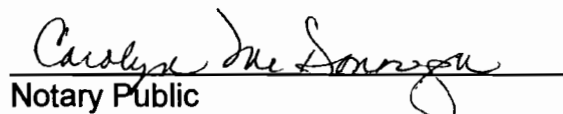
Signature of the Clerk of the Corporation

County: Merrimack

State: New Hampshire

On the 27<sup>th</sup> day of January, 2014, personally appeared before me, Robert S. Hansen, in his capacity as Clerk of Century Mechanical, Inc., known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.



Notary Public

My commission expires: 4-15-14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2014

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Carrie Morgan, CIC <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	<b>FAX (A/C No.):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Century Mechanical, Inc. PO Box 2230 58 Chenell Drive, Suite 8 Concord NH 03302	<b>INSURER A:</b> Fireman's Ins. Co. of	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 13-14 All lines      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		CPA0393532-12	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					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
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						\$
A	<b>AUTOMOBILE LIABILITY</b>		CAA0393533-12	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 25,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUA0393534-12	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		WCA0393535-12 (3a.) NH All officers included	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Project: Miscellaneous HVAC & plumbing services on an as needed basis for New Hampshire Veterans Home, Tilton, NH. Notice of cancellation is 30-days, except in the instance of non-payment, which is 10 days. Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  New Hampshire Veterans Home 139 Winter Street Tilton, NH 03276	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Laura Perrin/JSC <i>Laura Perrin</i>

**NEW HAMPSHIRE VETERANS HOME**  
**Cost Breakdown - Miscellaneous HVAC & Plumbing Service RFP 2014-001**

Vendor	Service Call Monday thru Friday 8am to 5pm	Service Call Monday thru Friday 5:01 pm to 7.59a	Service Call Saturday	Service Call Sunday & Holidays
<u>AAA Energy Service Co</u> Hourly wage	<u>80.00</u>	<u>120.00</u>	<u>120.00</u>	<u>120.00</u>
<u>Century Mechanical Inc.</u> Hourly wage	<u>78.00</u>	<u>117.00</u>	<u>117.00</u>	<u>117.00</u>