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JLR

STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**DIVISION of PARKS and RECREATION**  
 172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3556 Fax: (603) 271-3553  
 Web: www.nhstateparks.org

June 4, 2018

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (DNCR) to enter into a **RETROACTIVE** and **SOLE SOURCE** contract amendment with Doppelmayer USA, Inc. (VC #169529), Salt Lake City, UT in the amount of \$156,228 for labor and materials required to complete the Aerial Tramway bearing change at Cannon Mountain Ski Area by extending the completion date to December 31, 2018 from the original completion date of May 31, 2018. No additional funding is involved in this time extension. The original contract was approved by the Governor and Executive Council (G&C) on October 11, 2017, Item #23. **100% Cannon Mountain Capital Improvement Fund**

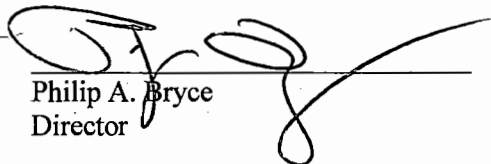
**EXPLANATION**

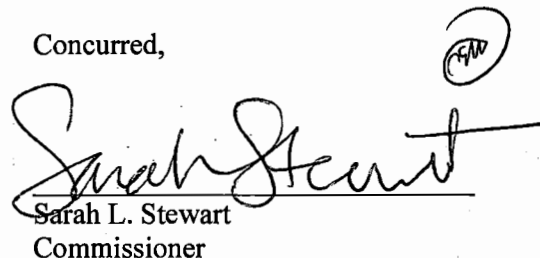
In October 2017, the G&C approved a sole source contract with Doppelmayer to perform maintenance work on the drive, counterweight, and deflection bullwheel bearings, with changes at both the upper and lower stations of the Aerial Tramway. The lower station deflection wheel bearings were changed out last December prior to the 2017-18 ski season. The upper terminal and bullwheel bearings were scheduled for maintenance between April 16, 2018 and May 25, 2018 while the Tramway was closed for its annual routine maintenance prior to summer operations. At this time however Doppelmayer's Tramway Division was called away to handle two emergency situations and our window of opportunity for this maintenance was lost. It is now the intent of this extension request to provide another opportunity for this maintenance to occur during our next routine closure period before winter operations. The bearing project is based on a 37-year operational history of the tramway and the bearings age, not on any predictable failure or vibration analysis. With that notion and based on the lower bearings that were changed out already there's no foreseen risk of failure. Processing of a contract amendment for this extension was delayed pending receipt of Doppelmayer's request to extend the project. Consequently, the DNCR now respectfully requests retroactive and sole source approval of this contract amendment.

The Attorney General's Office has reviewed and approved this contact amendment as to form, substance and execution. Thank you for your consideration.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Sarah L. Stewart  
 Commissioner



May 2, 2018

Cannon Mountain Ski Area  
Mr. John DeVivo & Bob Daniels  
9 Franconia Notch State Park  
Franconia, New Hampshire 03580

Doppelmayr USA, Inc.  
3160 West 500 South  
Salt Lake City, UT 84104  
T: 801-973-7977  
F: 801-973-9580

info@doppelmayrusa.com

Dear John & Bob,

RE: Extension to timeline for changes in Cannon Mt. Tramway drive and upper terminal deflection wheels.

The Cannon Mt. Tramway at Franconia Notch State Park has contracted Doppelmayr USA to assist in the rigging and bearing changes to the tramway deflection and drive bullwheels. The lower station deflection wheel bearings were changed out last December prior to the 2017-18 ski season. It was originally conceived that the remaining upper terminal and drive bullwheel bearings would be changed out in the 2018 spring shutdown.

Due to a never ending winter, four Nor'easter storms in a row, a couple emergency service "call outs" this spring on other tram systems (hydraulic track brake failures and heavy icing leading to track rope deropement) and a delay in receiving the appropriate grease seals for the drive bullwheel. The ability to complete this project along with the routine annual maintenance prior to the Memorial Day 2018 opening for the Tramway summer season is in jeopardy.

Doppelmayr would like to postpone the bearing change on the upper station deflection and drive bullwheels until the end of the Cannon Mt. Tramway summer season (10/14/18). The weather should be more favorable and the schedule for our Service Technician's can be committed to the completion of this project.

The bearings project is based on the 37 year operational history of the tramway and the bearings age, not on any predictable failure mode or vibration analysis. The goal of this project is to be pro-active in the preventative maintenance program and extending the timeline does not alter the end result. Based on the eight (8) bearings we changed in the four deflection wheels last December we are confident in the general condition of the remaining bearings. The Cannon Mt. staff should continue to grease these bearings as they have in the past. The bearings changed in December 2017 showed no anomalies or visual wear characteristics as they were removed from service. The timeline extension does not pose any foreseen risk of failure to the bullwheel bearings.

Sincerely yours,  
Doppelmayr USA, inc.

Red Blomer  
Service Manager

**AMENDMENT OF CONTRACT AGREEMENT**

The Department of Natural and Cultural Resources and Doppelmayr USA hereby mutually agree to amend their contract to extend the contract for the Aerial Tramway Bearing Change at Cannon Mountain Ski Area, Franconia, NH, originally approved by the Governor and Executive Council on October 11, 2017, Item #23.

1. Amend Exhibit B, Contract Term, by extending the completion date to December 31, 2018 from the original completion date of May 31, 2018;
2. All other terms and conditions of the contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

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

**For the Contractor:**

Mark T. Bee, President  
Doppelmayr USA

May 7, 2018  
Date

STATE OF Utah  
COUNTY OF Salt Lake

On this the 7 day of May 2018, before me Michelle Fournier, the undersigned officer, personally appeared Mark T. Bee, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

Michelle Fournier  
Notary Public

My Commission Expires: 9-12-2021

**For the Department of Natural and Cultural Resources:**



Philip A. Bryce  
Philip A. Bryce, Director  
Division of Parks and Recreation

5-23-18  
Date

Sarah L. Stewart  
Sarah L. Stewart  
Commissioner

6-5-18  
Date

# Memorandum

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**To:** Christopher S. Marino, Administrator of Business Ops.  
Department of Natural and Cultural Resources

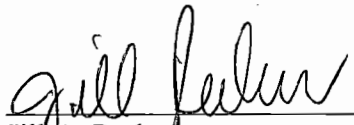
**From:** Jill A. Perlow, Assistant Attorney General  
Department of Justice

**Subject:** *P-37 Contract Amendment*

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I have reviewed the attached contract amendment between the Department of Natural and Cultural Resources and Doppelmayer USA, Inc. for completion of the Aerial Tramway Bearing Change at Cannon Mountain.

Subsequently, I approve the amendment as to form, substance, and execution.

  
\_\_\_\_\_  
Jill A. Perlow  
Assistant Attorney General

  
\_\_\_\_\_  
Date

# State of New Hampshire

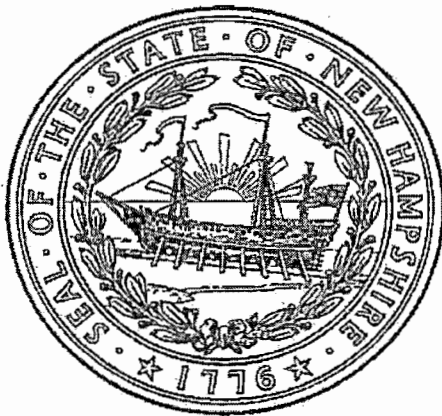
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DOPPELMAYR USA, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on April 03, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 400395

Certificate Number : 0004099102



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of May A.D. 2018.

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

William M. Gardner  
Secretary of State

**SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
DOPPELMAYR USA, INC.**

**CERTIFICATE OF VOTE**

Pursuant to Wavier of Notice, a special meeting of the Board of Directors of Doppelmayr USA, Inc. was held on May 7, 2018 via teleconference. Present were all of the Directors, namely Mark Bee and André Lamoureux.

BE IT RESOLVED, that the Corporation desires to amend the agreement with the State of New Hampshire to remove and replace the bullwheel and deflection wheel bearings on the Cannon Mountain Tramway.

BE IT FURTHER RESOLVED, that Mark Bee, President of Doppelmayr USA, Inc., is hereby authorized, on behalf of Doppelmayr USA, Inc., to execute all offer documents and to execute all contact documents with the State of New Hampshire, for the above mentioned contract amendment.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of May 7, 2018 and that Mark Bee is the duly elected President of this corporation.

Upon motion duly made and seconded, the resolutions were adopted by the Board of Directors of the Corporation.

There being no further business to come before the Board of Directors, the meeting was adjourned.

Respectfully Submitted,



Mike Memmott, Secretary

State of: Utah County of: Salt Lake  
Subscribed and sworn to before me this 7th day of May, 2018

Notary Public: Michelle Joy Fournier

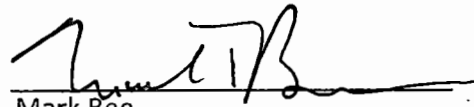
My Commission expires: 9-12-2021

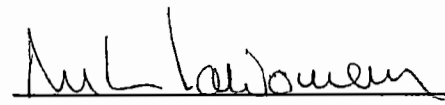


**CONSTENT AND WAIVER OF NOTICE OF  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
DOPPELMAYR USA, INC.**

The undersigned being all of the Directors of Doppelmayr USA, Inc., do hereby waive notice of the time, place and purpose of the Special Meeting of the Board of Directors and do hereby affix the May 7, 2018 for such meeting.

The undersigned do hereby waive all requirements of the laws of the State of Utah and any requirements that may be set forth in the Bylaws of the Company as to notice of such meeting, and do hereby consent to the transaction thereat, or at any adjournment of adjournments thereof, of any and all business that may come before such meeting.

  
Mark Bee

  
Andre Lamoureux



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)

5/16/2018

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

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

<b>PRODUCER</b> Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> XL Insurance America, Inc.		24554
<b>INSURER B:</b> Valley Forge Insurance Company		20508
<b>INSURER C:</b> Continental Casualty Company		20443
<b>INSURER D:</b> National Fire Insurance Co of Hartford		20478
<b>INSURER E:</b>		
<b>INSURER F:</b>		

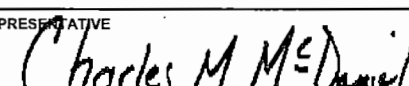
**INSURED** 1302480 Doppelmayr USA, Inc.  
 3160 West 500 South  
 Salt Lake City, UT 84104

**COVERAGES**      **CERTIFICATE NUMBER:** 11145058      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	N	N	US00007330LI18A	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____	N	N	6017127143 Hired/Phys Damage ACV	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	US00007607LI18A	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX
D B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017127174-AOS 6017127160-CA	4/1/2018 4/1/2018	4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment	N	N	4020740879	4/1/2018	4/1/2019	Lsd/Rntd \$250K Max Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

<b>CERTIFICATE HOLDER</b> 11145058 Cannon Mountain Ski Area Franconia State Park State of NH Dept of Natural and Cultural Resources 260 Tramway Drive Franconia NH 03580	<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.  AUTHORIZED REPRESENTATIVE 
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Oct. 11, 2017 Item # 23



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

September 25, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a **SOLE SOURCE** contract with Doppelmayr USA, Inc. (VC #169529), Salt Lake City, UT in the amount of \$156,228 for labor and materials required to complete the Aerial Tramway bearing change at Cannon Mountain Ski Area in Franconia, NH upon Governor and Executive Council approval through May 31, 2018. **100% Cannon Mountain Capital Improvement Fund**

Funding is available as follows:

	<u><b>FY 2018</b></u>
03-35-35-350030-31320000	
RSA 12-A:29-B Cannon Capital Improvement	\$156,228
034-500162 Capital Projects	

EXPLANATION

Cannon Mountain's Aerial Tramway is an Agudio Tramway and Agudio has no base of operations in the United States. Doppelmayr USA, Inc., which has handled all major work on the Aerial Tramway since its installation, has the only known dedicated aerial tramway maintenance division in North America. Therefore the required parts and componentry are proprietary to Doppelmayr USA, Inc. Additionally, Doppelmayr has a local headquarters in Lincoln, NH, and is equipped and qualified to perform the work on-site at Cannon Mountain or, if necessary, is set-up to complete any specialty work at their nearby facility in St. Jerome, Quebec, positioning them best to complete this project. For these reasons, sole source approval of this contract is respectfully requested.

As part of Cannon Mountain's ongoing maintenance program, all bullwheel bearings and deflections sheaves of the Aerial Tramway need to be replaced. The current bearing and sheaves have been in operation for 37 years, having been installed during the original construction of the Tramway in 1980. In the opinion of Doppelmayr's Tramway Division Manager and Cannon's Lift Maintenance Supervisor, this necessary preventative maintenance is essential for the continued long-term safety operations of the Tramway. This maintenance will include work on the drive, counterweight, and deflection bullwheel bearings, with changes at both the upper and lower stations of the Tramway.

The Attorney General's Office has reviewed and approved this contact as to form, substance and execution.

Respectfully submitted,

Concurred,



Philip A. Bryce  
Director

Jeffrey J. Rose  
Commissioner

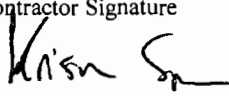
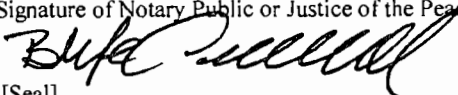
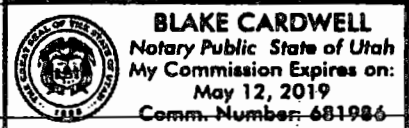
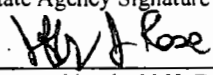
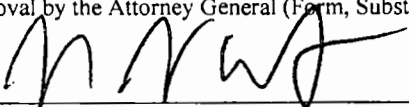
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd, Concord NH 03301	
1.3 Contractor Name Doppelmayr USA, Inc.		1.4 Contractor Address 3160 W 500 S, Salt Lake City, UT 84107	
1.5 Contractor Phone Number 801-973-7977	1.6 Account Number 31320000-500162	1.7 Completion Date May 31, 2018	1.8 Price Limitation \$156,228.00
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kristian Sjöström, VP, Operations	
1.13 Acknowledgement: State of <u>Utah</u> , County of <u>Salt Lake</u>  On <u>Sept. 13, 2017</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 <u>BLAKE CARDWELL, Notary Public.</u>			
1.14 State Agency Signature  Date: <u>9/26/17</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>9/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials

Date 9/13/2017

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION**

**Tramway Bearing Change**

**EXHIBIT A**

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with the labor, material and equipment required to perform the bearing change in all Cannon Mountain's Tramway drive for six (6) bullwheels and four (4) deflection wheels at Cannon Mountain, Franconia NH. The Contractor requires receipt of, and the following scope of work:

- a) Skilled labor to safely rig and de-tension the tramway cables, to include but not limited to NDT, rigging, terminal adjustment, programming field weld repairs performed by Doppelmayer's Red Blomer and Jordan Dursa;
- b) Supervision of the removal of the individual bullwheels and deflection wheels;
- c) Oversee and supply all materials for the complete bearing/race/seal exchanges for eight (8) bullwheels, including twenty (20) self-aligning bearings;
- d) Remount assemblies as designed and secure properly;
- e) Safely remove rigging and ready tram for public operation;
- f) Clean work site after job completion;
- g) Travel Expenses.

**EXHIBIT B**

**Contract Price**

Base Price:	\$142,028.00
10% Contingency:	\$ 14,200.00
Total contract shall not exceed:	\$156,228.00

**Method of Payment**

Payments shall be made within 30 days after receipt of progress based invoices and inspections by Cannon's project manager.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of May 31, 2018.

**EXHIBIT C**

There are no additional or special provisions in this contract.

Contractor Initials RS  
Date 9/13/2017

**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 DOPPELMAYR USA, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on April 03, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 400395



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
DOPPELMAYR USA, INC.**

**CERTIFICATE OF VOTE**

Pursuant to Waiver of Notice, a special meeting of the Board of Directors of Doppelmayr USA, Inc. was held on September 13, 2017 via teleconference. Present were all of the Directors, namely Mark Bee and André Lamoureux.

BE IT RESOLVED, that the Corporation desires to enter into an agreement with the State of New Hampshire to remove and replace the bullwheel and deflection wheel bearings on the Cannon Mountain Tramway.

BE IT FURTHER RESOLVED, that Kristian Sjöström, Vice President of Operations of Doppelmayr USA, Inc., is hereby authorized, on behalf of Doppelmayr USA, Inc., to execute all offer documents and to execute all contract documents with the State of New Hampshire, for the above mentioned project in an amount not to exceed One Hundred and Sixty Thousand dollars (\$160,000).

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 13, 2017 and that Kristian Sjöström is the duly elected Vice President of Operations of this corporation.

Upon motion duly made and seconded, the resolutions were adopted by the Board of Directors of the Corporation.

There being no further business to come before the Board of Directors, the meeting was adjourned.

Respectfully Submitted,

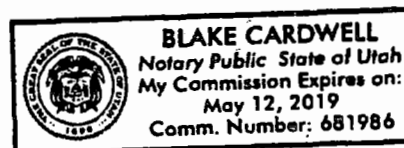


Mike Memmott, Secretary

State of Utah                      County of: Salt Lake  
Subscribed and sworn to before me this    13th    day of    September    , 2017

Notary Public: Blake Cardwell

My Commission expires: MAY 12, 2019

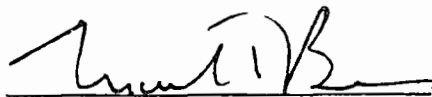




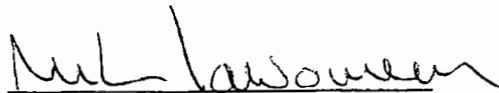
**CONSTENT AND WAIVER OF NOTICE OF  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
DOPPELMAYR USA, INC.**

The undersigned being all of the Directors of Doppelmayr USA, Inc., do hereby waive notice of the time, place and purpose of the Special Meeting of the Board of Directors and do hereby affix the September 13, 2017 for such meeting.

The undersigned do hereby waive all requirements of the laws of the State of Utah and any requirements that may be set forth in the Bylaws of the Company as to notice of such meeting, and do hereby consent to the transaction thereat, or at any adjournment of adjournments thereof, of any and all business that may come before such meeting.



Mark Bee



Andre Lamoureux



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2018

DATE (MM/DD/YYYY)  
7/11/2017

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

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

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	FAX (A/C, No.):	
	PHONE (A/C, No, Ext.):	E-MAIL ADDRESS:	
INSURED 1302480 Doppelmayr USA, Inc. 3160 West 500 South Salt Lake City, UT 84104	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America, Inc.		24554
	INSURER B: Valley Forge Insurance Company		20508
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 3566305 REVISION NUMBER: XXXXXXXX

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	US00007330L117A	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 OTHER \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> H/PA \$1000 Ded	N	N	6017127143 Hired/Phys Damage ACV	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	US00007607L117A	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 OTHER \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6017127174-AOS 6017127160-CA	4/1/2017 4/1/2017	4/1/2018 4/1/2018	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment	N	N	4020740870	4/1/2017	4/1/2018	Own Equip \$1,831,794/\$2,500 Ded Lsd/Rntd \$250K Max Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED.  
State of New Hampshire is named as Additional Insured as respects operations of the Named Insured. Certificate Holder is named as Additional Insured as respects bodily injury and property damage liability arising out of the operations of the Named Insured as required by written contract per form CG2010 10/01.

**CERTIFICATE HOLDER**

3566305  
State of New Hampshire  
Department of Natural and Cultural Resources  
172 Pembroke Rd  
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Charles M. McDaniel*

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