22



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 9, 2019

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway & Ski Area (Cannon Mountain) to enter into a **Sole Source** contract with Aerial NDT Inspection, Inc. (VC #114283), Milton, NH in the amount of \$12,065 for magnetic particle testing and inspection of chairlifts at Cannon Mountain effective upon Governor and Executive Council approval through June 30, 2021. 100% Agency Income

Funds to support this request are anticipated to be available in the following account in FY 2020 and FY 2021 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

| 03-035-035-351510-37030000, Cannon Mountain | | |
|--|----------------|----------------|
| | <u>FY 2020</u> | <u>FY 2021</u> |
| 103-500736- Contracts for Operation Services | \$6,032.50 | \$6,032.50 |

EXPLANATION

Aerial NDT Inspection, Inc. has performed nondestructive testing (NDT) at Cannon Mountain for well over a decade. As the recognized industry leader in northern New England within this critical safety arena, Aerial NDT Inspection, Inc. has all of Cannon Mountain's data on file for ease of annual comparison. Due to the required yearly continuity and the complexity of these inspections, Aerial NDT Inspection, Inc. is uniquely qualified to gauge the condition of these critical components. For these reasons, we are seeking approval of this sole source contract.

In accordance with the ANSI-B 77.1-2006 code, Cannon Mountain is required to subject a predetermined percentage of its chairlift grips and bails (a different 20% numbered batch each year) to magnetic particle testing and inspection yearly prior to public use. This testing and inspection is scheduled each fall before the beginning of the ski season.

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

Respectfully submitted,

Philip A. B Director

Concurred.

Sarah L. Stewart 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 | | 1.2 State Agency Address | | | | |
| Department of Natural & Cultu | ral Resources | 172 Pembroke Rd, Concord NH 03301 | | | | |
| | | | | | | |
| | | · · · · · · · · · · · · · · · · · · · | | | | |
| 1.3 Contractor Name | | 1.4 Contractor Address | | | | |
| Aerial NDT Inspection, Inc. | | 39 Industrial Way, Box 1386, M | ilton, NH 03851 | | | |
| | | | | | | |
| | | | | | | |
| 1.5 Contractor Phone | 1.6 Account Number | 1.7 Completion Date | 1.8 Price Limitation | | | |
| Number | 27020000 500726 250 4226 | 1 30 2021 | 612.065.00 | | | |
| 603-652-9092 | 37030000-500736-35CA326 | June 30, 2021 | \$12,065.00 | | | |
| 1.0. Contracting Officer for St | | 1.10 State Agency Telephone N | | | | |
| 1.9 Contracting Officer for Sta Sarah L. Stewart, Commissione | | 603-271-2411 | under | | | |
| Sarah L. Stewart, Commissione | 1 | 005-271-2411 | | | | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contract | ctor Signatory | | | |
| | - 11 | | | | | |
| | 1/1 | R. Sett Shanan | ner Prostant | | | |
| 15m | | | , maran | | | |
| 1.13 Acknowledgement: State | of NeuHampshineCounty of S | trattord | | | | |
| On 7/3/19 , befo | | | | | | |
| - , | | lly appeared the person identified in | | | | |
| · · | name is signed in block 1.11, and a | cknowledged that s/he executed the | is document in the capacity | | | |
| indicated in block 1.12. 1.13.1 Signature of Notary Pu | blic or Justice of the Beace | | | | | |
| 1.13.1 Signature of Notary Pu | | | | | | |
| | | | | | | |
| M. chille Bea | ichyp M | CHELLE BEAUCHAMP, Notary Public | | | | |
| t . | ichy M | State of New Hampshire | | | | |
| [Seal] | ichy MI | | | | | |
| t . | ichy MI | State of New Hampshire | | | | |
| [Seal] 1.13.2 Name and Title of Note | ichy MI | State of New Hampshire commission Expires September 13, 2022 | | | | |
| [Seal] | ichy MI | State of New Hampshire | gency Signatory | | | |
| [Seal] 1.13.2 Name and Title of Note | includ Try or Justice of the Peace | State of New Hampshire commission Expires September 13, 2022 | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smather | inclup MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace | State of New Hampshire Simmission Expires September 13, 2022 1.15 Name and Title of State A Shrah L. Stewart | gency Signatory | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smather | includ Try or Justice of the Peace | State of New Hampshire Simmission Expires September 13, 2022 1.15 Name and Title of State A Shrah L. Stewart | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smath State 1.16 Approval by the N.H. De | inclup MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace | State of New Hampshire Simmission Expires September 13, 2022 1.15 Name and Title of State A Shirkh Stewart on of Personnel (if applicable) | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smather | inclup MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace MI it Construction of the Peace | State of New Hampshire Simmission Expires September 13, 2022 1.15 Name and Title of State A Shrah L. Stewart | Λ | | | |
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| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Small State 1.16 Approval by the N.H. De By: NA 1.17 Approval by the Attorney | $\frac{1}{344 \text{ Cl}}$ Try or Justice of the Peace $\frac{1}{2225} \frac{1}{225} \frac{1}{2$ | State of New Hampshire State of New Hampshire Simmission Expires September 13, 2022 1.15 Name and Title of State A Shifth Stewart on of Personnel (if applicable) Director, On: Secution) (if applicable) | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Sman Stu 1.16 Approval by the N.H. De By: NA | $\frac{1}{344 \text{ Cl}}$ Try or Justice of the Peace $\frac{1}{2225} \frac{1}{225} \frac{1}{2$ | State of New Hampshire State of New Hampshire Samuer 13, 2022 1.15 Name and Title of State A Samuer And State A Samuer A | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smathar 1.16 Approval by the N.H. De By: NA 1.17 Approval by the Attorney By: WA | $\frac{1}{344 \text{ Cl}}$ Try or Justice of the Peace $\frac{1}{2225} \frac{1}{225} \frac{1}{2$ | State of New Hampshire State | Λ | | | |
| [Seal] 1.13.2 Name and Title of Nota 1.14 State Agency Signature Smathar 1.16 Approval by the N.H. De By: NA 1.17 Approval by the Attorney By: WA | Mi Mi My My My My My My My My My My | State of New Hampshire State | Λ | | | |

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

Page 2 of 4

Contractor Initials <u>SS</u> Date <u>7/31/19</u>

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 or termination, 6.2.2 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 \$1,000,000per 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.

Page 3 of 4

Contractor Initials 5 Date 7/31/19

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.

> Contractor Initials <u>R.S5</u> Date <u>7/31/19</u>

STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL & CULTRAL RESOURCES DIVISION OF PARKS AND RECREATION

Magnetic Particle Testing for Lifts

EXHIBIT A

<u>Scope of Work</u>: The purpose of this Contract is for the Contractor to provide the State with a two-year service for magnetic particle testing for the chair lifts at Cannon Mountain Ski Area. In order to complete the job, the Contractor will visit Cannon Mountain twice, as communicated by the Cannon Mountain Project Manager, through the completion date of June 30, 2021. The Contractor requires receipt of, and the following scope of work:

a) Magnetic Particle Testing of Chairlifts per Fiscal Year

- a. 120 Magnetic particle testing of fixed grips;
- b. 30 Magnetic particle testing of detachable grips. AK 4.1;
- c. 135 Magnetic particle testing of hangers;
- d. 4 Annual calibrations of 1/2" drive torque wrench;
- e. 2 Annual calibrations of 600 ft./lb. torque wrench;
- f. Travel time and mileage.

EXHIBIT B

Contract Price

Base Price:

| FY20 Annua | al Magnetic Particle Testing: | \$6,032.50 |
|------------|-------------------------------|------------|
| FY21 Annua | al Magnetic Particle Testing: | \$6,032.50 |

Total contract shall not exceed: \$12,065.00

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 June 30, 2021.

EXHIBIT C

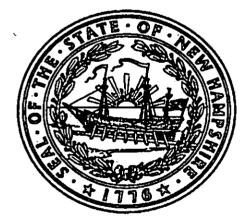
There are no additional or special provisions in this contract.

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 AERIAL NDT INSPECTION, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 11, 2008. 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: 589775 Certificate Number: 0004557656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of July A.D. 2019.

William M. Gardner Secretary of State

AERIAL NDT INSPECTION INC PO BOX 1386 / 39 INDUSTRIAL WAY MILTON, NH 03851

July 31, 2019

To: Nicole Natti

Cannon Mountain

Re: Certificate of Vote

Dear Nicole,

Please be advise the Robert S. Shanaman, President, is authorized to sign any and all contract documents on behalf of Aerial NDT Inspection, Inc.

If you have any questions, please feel free to call me at 603-652-9092.

Sincerely,

Anot

Jamis Belmont

Office Manager

Aerial NDT Inspection, Inc.

MICHELLE BEAUCHAMP, Notary Public State of New Hampshire Commission Expires September 13, 2022

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| | | | | | | 07/3 | 30/20 | 019 |
|--|---------------------------------|--|----------------|--|--|---|-------|----------------|
| 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). | | | | | | | | |
| PRODUCER | | - <u>r</u> | CONTA NAME: | ^{CT} Keith C | ook | | | |
| Lachapelle & Higgins Insurance, Inc | | | | Ext): (603) 3 | 32-1983 | FAX (A/C, No): (60 | 13) 3 | 30-0983 |
| 12 Charles Street | | | È-MAIL | Les Mh @ | landhinsura | nce.com | | |
| PO Box 600 | | | | | NAIC # | | | |
| Rochester NH 03866 | | · · · | INSURE | | on Insurance | | | |
| INSURED | | | | _{RB:} Safety I RC: Evansto | | | | |
| Aerial NDT Inspection, Inc. Po Box 1386 | | | | | | F Company | | |
| Milton, NH 03851 | | | | | | | | |
| | | | INSURE | | | | | |
| | | E NUMBER: | | | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES INDICATED, NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUC | EQUIREM PERTAIN, H POLICI | ENT, TERM OR CONDITION THE INSURANCE AFFORD ES. LIMITS SHOWN MAY H | I OF AN | Y CONTRACT THE POLICIE EN REDUCEI | OR OTHER (S DESCRIBE D BY PAID CL | DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A | TON | WHICH THIS |
| INSR TYPE OF INSURANCE | ADDL SUBP | | | POLICY EFF | POLICY EXP | LIMITS | | |
| A X CLAIMS-MADE X OCCUR | | | | | | | | 0,000 0,000 |
| | | 3EP7850 | | 03/07/2019 | 03/07/2020 | | 5,00 | |
| | | | | | | PERSONAL & ADV INJURY \$ | 1,00 | 0,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | _ | 0,000 |
| | | | ! | | | PRODUCTS - COMP/OP AGG \$ | EXC | LUDED |
| AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT | 1,00 | 0,000 |
| | | | | | | BODILY INJURY (Per person) \$ | | |
| ALL OWNED X SCHEDULED AUTOS NON-OWNED | | 6266261 | | 08/05/2018 | 08/05/2019 | BODILY INJURY (Per accident) \$ | | |
| X HIRED AUTOS AUTOS | | | | | | PROPERTY DAMAGE \$ | | |
| | | | | | | \$ | | |
| X UMBRELLA LIAB X OCCUR C EXCESS LIAB CLAIMS MADE | | E7Y03006444 | | 02/07/2040 | 03/07/2020 | | | 0,000 0.000 |
| | | EZXS3006111 | | 03/07/2019 | 03/07/2020 | AGGREGATE S | 2,00 | 0,000 |
| UED RETENTION \$ | | | | | | PER OTH- | | |
| AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | E.L. EACH ACCIDENT \$ | | |
| OFFICER/MEMBER EXCLUDED? | N/A | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | | |
| | | | | | | | | |
| | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (ACO | RD 101, Additional Remarks Sche | dule, may | be attached if m | ore space is req | uired) | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | CANC | ELLATION | | | | |
| Canon Mountain/FNSP 260 Tramway Dr nicole.natti@dred.nh.gov Franconia, NH 03580 | | | | 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2019

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| T | 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 | | | | | | | | | |
| | ELOW. THIS CERTIFICATE OF INSUR | | | ES NOT CONSTITUTE A C | ONTRA | ACT BETWEE | IN THE ISSU | NG INSURER(S), AUTHORIZED | ł _ |
| 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. | | | | | | | | | |
| 1 11 | SUBROGATION IS WAIVED, subject to | o the t | terms | s and conditions of the po | olicy, ce | rtain policies | DDITIONAL II 8 may require | NOURED provisions or be endo | rsed. |
| t | his certificate does not confer rights to | the c | ertifl | cate holder in lieu of suc | h endo | rsement(s). | | | |
| PRO | DUCER | | | | CONTA | CT Mary Bet | h Ambrose, Cli | c | |
| FIA | I/Cross Insurance | | | | PHONE (A/C. N | 603) 6 | 69-3218 | FAX (A/C, No): (603) | 645-4331 |
| 110 | 0 Elm Street | | | | E-MAIL ADDRE | mamhma | e@crossagen | | |
| | | | | | NAIC # | | | | |
| | nchester | | | NH 03101 | INSURE | RA: Liberty I | Autual Holding | Со | T |
| INSURED | | | | | INSURE | IR 8 : | - | | |
| í | Aerial NDT Inspections Inc. | | | • | INSURE | RC: | _ | | <u> </u> |
| | 39 Industrial Way | | | | INSURE | RD: | | | |
| | | | | | INSURE | R E : | | | |
| | Milton | | | NH 03851 | INSURE | RF: | | | |
| | | | | NUMBER: CL191117492 | | | | REVISION NUMBER: | |
| | HIS IS TO CERTIFY THAT THE POLICIES OF IDICATED. NOTWITHSTANDING ANY REQUI | INSUR REMEI | ANCE NT. TE | ELISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY | ISSUEE CONTR | TO THE INSU | RED NAMED A | BOVE FOR THE POLICY PERIOD | |
| U . U | ERTIFICATE MAY BE ISSUED OR MAY PERT/ | AIN, TH | IE INS | SURANCE AFFORDED BY THI | E POLICI | IES DESCRIBE | D HEREIN IS S | UBJECT TO ALL THE TERMS. | |
| INSR | XCLUSIONS AND CONDITIONS OF SUCH PC | TADDU | | ITS SHOWN MAY HAVE BEEN | REDUC | ED BY PAID C | LAIMS. | · · · · · · · · · · · · · · · · · · · | |
| INSR LTR | TYPE OF INSURANCE | INSD | | POLICY NUMBER | <u> </u> | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | |
| | | | | | | | | EACH OCCURRENCE \$ | |
| | | | | | | | | PREMISES (Ea occurrence) \$ | |
| | ┝─╡─────── | | | , | | | | MED EXP (Any one person) \$ | |
| | | | | | | | | PERSONAL & ADV INJURY \$ | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ | |
| | | | | | | | | PRODUCTS - COMP/OP AGG \$ | |
| <u> </u> | | | | <u>.</u> | | , <u>,</u> | | S SINCLE LIMIT | |
| | ANY AUTO | | | | | | | COMBINED ŚINGLE LIMIT \$ | |
| | OWNED SCHEDULED | | | | | | | BODILY INJURY (Per person) \$ | |
| | HIRED . AUTOS | | | | | | | BODILY INJURY (Per accident) \$ | |
| | AUTOS ONLY AUTOS ONLY | | | | • | | | (Per accident) | |
| | UMBRELLA LIAB | | | | | | | \$ | <u> </u> |
| | | | | | | | | EACH OCCURRENCE \$ | |
| | CLAIMS-MADE | | | | | | | AGGREGATE S | |
| | DED RETENTION S WORKERS COMPENSATION | ŀ | | | | | | | · · · · · · · · · · · · · · · · · · · |
| | | | ĺ | | | | | | |
| Ą | OFFICER/MEMBER EXCLUDED? | N/A | WC531S600081018 | | Ľ. | 11/22/2018 | 11/22/2019 | E.L. EACH ACCIDENT \$ 1,00 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | 0,000 |
| | | | | · · | | | | E.L. DISEASE - POLICY LIMIT \$ 1,00 | 0,000 |
| | 3(a): NH Excluded: Scott & April Shanaman | | | | | | | | |
| | | | | | | | | | |
| DESC | RIPTION OF OPERATIONS / LOCATIONS / VEHICLE | S (ACC | RD 10 | 1, Additional Remarks Schedule. | may be at | tached if more so | ace is required) | | |
| | er to policy for exclusionary endorsements an | | | | | | , | | |
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| CER | TIFICATE HOLDER | | | | CANC | ELLATION | | · | |
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| | Coores Mention Chico | | | | | | | NOTICE WILL BE DELIVERED IN PROVISIONS. | |
| Cannon Mountain/ FNSP | | | | | 2001 | | | | |
| | 260 Tramway Drive | | | ł | AUTHOR | ZED REPRESEN | TATIVE | | |
| | Francosio | | | ANU 00200 | | <u> </u> | \ m | | |
| • | Franconia | | | NH 03580 | | 1 W | ary H | th ambrose | / |

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