

71 *State*



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

August 8, 2014

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

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Cannon Mountain to enter into a contract with Royal Electric Company, Inc. (VC #154900), Woodsville, NH in the amount of \$59,300 for the Tramway Electrical Switch Upgrade at Cannon Mountain Ski Area upon Governor and Executive Council approval through May 15, 2015. 100% Capital Funds
2. Further authorize a 5% contingency in the amount of \$2,965 to cover any unforeseen issues that may arise, which is not covered under the original scope of services, once the work is underway. 100% Capital Funds.

Funding is available in account titled, RSA 12-A:29-B Cannon Capital Improvement, as follows:

03-35-35-350030-31320000-034-500161	Capital Projects	<b><u>FY 2015</u></b> \$62,265
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**EXPLANATION**

The original pad mount S & C 35kV fused sectional cabinet was installed near Cannon's Aerial Tramway in 1972. The cabinet has become a safety and reliability concern and needs replacing. Additionally, in 1999, Cannon Mountain/Franconia Notch State Park installed a loop feed at the Peabody Base area, in which additional sizing of current fusing is needed to be able to utilize the existing loop feed in the event of a primary conductor failure.

On July 9, 2014, an invitation to submit bids for "*Tramway Electrical Upgrade - Cannon Mountain*" was advertised on the Department of Administrative Services' and Construction Summary's websites. Royal Electric was the only vendor to submit a formal bid. Royal Electric has performed a great number of projects at Cannon Mountain, including working under the supervision of Lee Carrol of Gorham NH, thus gaining an unparalleled knowledge of the Mountain's electrical infrastructure. This involvement by Royal Electric along with their superior knowledge of Cannon's lift electrical systems, trade expertise, and close proximity to location positions them well to carry out the nature of this highly specialized project.

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

Respectfully submitted,

Concurred,

*Philip A. Bryce*  
 Philip A. Bryce  
 Director

*Jeffrey J. Rose*  
 Jeffrey J. Rose  
 Commissioner



State of New Hampshire  
 Date: 07/17/2014

Bid# RFB DRED 2015-03			
REQUISITION:	N/A		
DESCRIPTION:	Tramway Electrical Upgrade – Cannon Mountain		
Vendor	QTY	UNIT	Description
Royal Electric	1	\$59,300.00	Service Contract, Scheduled for G&C

**SNH-DRED-PARKS-CANNON // RFB SCORING - Cooper MOST Oil Switch Model 9B  
July / August 2014**

Purpose - To summarize results of bidding.

		Cost Criteria 22			42	36	100
Bidder Name	Bid	Formula	Weight	Score	(42) Knowledge	(36) Ability	(100) Total
Royal Electric	\$59,300	1.00	22	22	40	34	96

**Criteria for Proposal Evaluation**

- Licensed and demonstrated knowledge of staff members assigned to project (42%)
- Quality of response to this RFB to demonstrated ability and capability to perform (36%)
- Cost (22%)

**Review Team**

John DeVivo, General Manager  
Jeff Porter, Facility Manager  
Darrel Dietlein, Electronics Technician

**Overall Summary**

Put out to bid July 9th / Received-Closed July 15th / Scored July 17th / Awarded July 17th  
The review team felt that Royal Electric offered an excellent package based upon our estimates after review, close proximity to Cannon and superior knowledge of our electrical infrastructure, and excellent expertise toward the completion of the contract.  
Project was bid per State requirement; no other bids received for this highly specialized project

**Contract Price**

The review team felt that Royal Electric offered fair market pricing for the purchase and installation of the oil switch, based upon our prior work with them and their consistent success in outbidding other vendors for our contracts based upon price, expertise, and performance.

SNH - DRED - PARKS - CANNON MT Cooper MOST Oil Switch Model 9B July / August 2014		
	Royal Electric	
	Bid	Contract
<ul style="list-style-type: none"> <li>* Engineered study re: replacement fuse sizing</li> <li>* Replace Peabody Loop fuses with newly sized fuses (provided by vendor)</li> <li>* Crane service for offload/set of riser, pad, switch</li> <li>* Modify existing concrete vault by adding a 2-foot pre-cast concrete riser and 1-foot pre-cast concrete pad</li> <li>* Install new dead front 4-way 35kV pad mount switch with new fuses</li> <li>* Terminate, splice, and ground all conductors and extend / splice any connections too short to reach</li> <li>* Label cabinets and cables to match existing label style</li> <li>* Re-size Peabody Loop feed fuses and replace with fuses provided by vendor</li> <li>* Test, start-up, training (if required)</li> </ul>		
Subtotal	59300.00	59300.00
<b>Total</b>	<b>59300.00</b>	<b>59300.00</b>

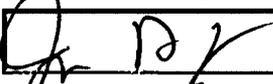
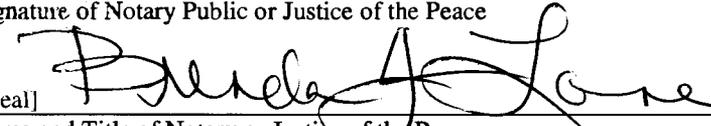
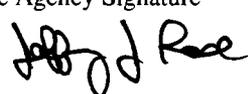
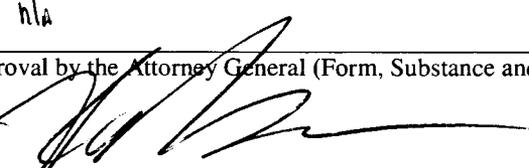
Subject: TRAMWAY ELECTRICAL UPGRADE FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Resource &amp; Economic Development</u>		1.2 State Agency Address <u>P.O. Box 1856, Concord, NH 03302-1856</u>	
1.3 Contractor Name <u>Royal Electric</u>		1.4 Contractor Address <u>33 Central Street, Woodsville NH 03785</u>	
1.5 Contractor Phone Number <u>603-747-2722</u>	1.6 Account Number <u>31320000-034-500162</u>	1.7 Completion Date <u>May 15, 2015</u>	1.8 Price Limitation <u>\$59,300.00</u>
1.9 Contracting Officer for State Agency <u>Jeffrey J. Rose, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-2411</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>James A. Roy, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>7/22/14</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  [Seal]		BRENDA J. LANE Notary Public - New Hampshire My Commission Expires September 28, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Brenda J. Lane, Notary</u>			
1.14 State Agency Signature 		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) By:  On: <u>8/14/14</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 *QPS*  
Date 7/22/14

**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 DP  
Date 7/22/14

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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION**

**TRAMWAY ELECTRICAL UPGRADES**

**EXHIBIT A**

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with all labor and materials required to complete the Tramway electrical switch upgrade at Cannon Mountain, Franconia NH. This project will require replacing the existing 35kV fused cabinet with a new, Cooper 390L29606A, 4 position 35kV pad mount switch. To include all splices, grounding, and terminations for a complete installation. Project is to be completed by November 1<sup>st</sup>, 2014. The Contractor requires receipt of, and the following scope of work:

- a) Replace the Perform Engineered Study to Determine Required Replacement Fuse Sizing;
- b) Replace Peabody Loop Fuses With Newly Sized Fuses (Provided by Vendor);
- c) Vendor Provides Crane Service for Offload & Setting of Riser, Pad and Switch;
- d) Modify Concrete Existing Vault by Adding a 2' Precast Concrete Riser and 12" Precast Pad;
- e) Install New Dead Front Cooper 390L29606A, 4-Way 35kV Pad Mount Switch with New Fuses;
- f) Terminate, Splice and Ground All Conductors and Extend/Splice Any Connections Too Short To Reach;
- g) Label cabinets and cables to match existing label style;
- h) Resize Peabody Loop Feed Fuses and Replace with Fuses Supplied by Vendor;
- i) Test & Startup.

**EXHIBIT B**

Final payment to be processed upon satisfactory completion of work and receipt of an itemized invoice.

Total contract shall not exceed:     \$59,300.00

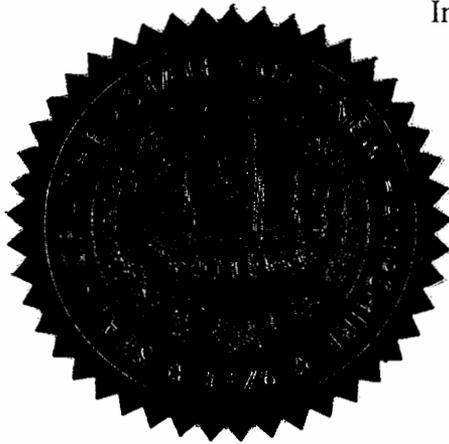
**EXHIBIT C**

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 ROYAL ELECTRIC COMPANY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 24, 1974. 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 23<sup>rd</sup> day of July, A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

# ROYAL ELECTRIC

Integrity is our energy source.

Royal Electric Co., Inc.

## Certificate of Vote

I, Gail S. Roy, hereby certify that I am duly elected Secretary of Royal Electric Co., Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on July 22, 2014 at which quorum of the Board was present and voting.   
 BL

VOTED:

To enter into a contract with the State of New Hampshire for , Tramway electrical switch upgrade at Cannon Mountain Ski Area in Franconia, NH, which is State of New Hampshire Department of Resource & Economic Development Division of Parks And Recreation project. This authorizes James A. Roy, President of the Corporation to execute any documents which may, in his judgment, be desirable or necessary to effect the purpose of this vote.

James A. Roy, Director

Vote: Yes \_\_\_\_\_

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of July 22, 2014, and that James A. Roy is duly elected President, respectively, of this corporation.

Attest:

Date: 7-22-14

Gail S. Roy  
Clerk/ Secretary

( Corporate Seal )



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/21/2014

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> Infantine Insurance P. O. Box 5125  Manchester NH 03108	<b>CONTACT NAME:</b> Yvette Fanaras <b>PHONE (A/C No. Ext):</b> (603) 669-0704 <b>E-MAIL ADDRESS:</b> yvette@infantine.com		<b>FAX (A/C No.):</b> 603-669-6831
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Royal Electric Co., Inc 33 Central Street Woodsville NH 03785	<b>INSURER A:</b> Netherlands Insurance		
	<b>INSURER B:</b> Liberty Mutual Insurance		
	<b>INSURER C:</b> AmGuard		43290
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** CERTIFICATE NUMBER: 2014/2015 Master 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 INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP9269532	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<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 - COMP/OP AGG \$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY			BA9263912	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU9262933	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ROWC508118	9/1/2014	9/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
Various work throughout the policy term.

<b>CERTIFICATE HOLDER</b>  nicole.taatoes@dred.state.  Cannon Mountain 9 Franconia Notch 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  Jim Harrison/BYM

## Natti, Nicole

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**From:** Elie Roy <eroy@royal-electric.biz>  
**Sent:** Monday, July 28, 2014 3:12 PM  
**To:** Natti, Nicole  
**Subject:** RE: Tramway Electrical Upgrade Extension

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Nicole,

This schedule/plan works for us.

Thanks

Elie Roy  
Royal Electric

**From:** Natti, Nicole [mailto:[Nicole.Natti@dred.nh.gov](mailto:Nicole.Natti@dred.nh.gov)]  
**Sent:** Monday, July 28, 2014 2:32 PM  
**To:** [eroy@royal-electric.biz](mailto:eroy@royal-electric.biz)  
**Cc:** Porter, Philip; Dietlein, Darrel; DeVivo, John  
**Subject:** Tramway Electrical Upgrade Extension

Hi Elie,

It is our [Cannon Mountain/FNSP ] understanding that due to the manufacturer's lead time for ordering the switch, the completion date for the Tramway Electrical Upgrade will be extended from November 1<sup>st</sup>, 2014 until May 15<sup>th</sup>, 2015, which corresponds to Cannon's scheduled "shut down season/period". As we discussed, the necessary switch will be ordered and on hand in case of an emergency occurring prior to the May 15<sup>th</sup> date.

Could you please confirm these changes regarding the existing contract between Cannon Mountain and Royal Electric.

Thank you,

*Nicole Natti*

Accountant I  
Cannon Mountain/FNSP  
260 Tramway Drive  
Franconia, NH 03580  
603.823.7722 ext. 717  
(F) 603.823.8088  
[nicole.natti@dred.nh.gov](mailto:nicole.natti@dred.nh.gov)