



OCT05'18 09.91 DAS

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

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-2411 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

September 27, 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, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a **RETROACTIVE** and **SOLE SOURCE** contract with Royal Electric Company, Inc. (VC #154900), Woodsville, NH in the amount of \$16,155 to complete the electrical supply installation for the new Summit Station Ski Patrol building at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council approval from September 25, 2018 through November 23, 2018. **100% Cannon Capital Funds**

Funding is available as follows:

03-35-35-351510-31320000
RSA 12-A:29-B Cannon Capital Improvements
034-500162 Capital Projects

FY 2019

\$16,155

EXPLANATION

Royal Electric Company, Inc. (Royal Electric) is our preferred on-mountain, snowmaking system, and base area high voltage and fiber optic installation specialist, and is the recognized ski & recreation industry leading electrical and electromechanical contractor throughout northern New England, with such clients based in NH, ME & VT. They've handled the overwhelming majority of Cannon's high voltage and infrastructure electrical work for over two decades, and they're the preferred private contractor of both our carrier (Eversource) and the NH BPW approved electrical engineer utilized by Cannon (Lee Carroll Associates). For these reasons, sole source approval of this contract with Royal Electric is being requested.

Construction of the new Summit Station Ski Patrol hut structure atop Cannon Mountain has been completed in preparation for the 2018-19 winter ski season. Electrical supply and other interior construction efforts were originally excluded from the approved patrol hut construction so that own force labor could be used to complete the project. However, due to limited resources while recognizing that a delay at this point will jeopardize use of the hut for the coming season, we needed to complete electrical supply installation within the interior structure and ensure that the new patrol hut is fully functional by the start of the ski season this year. The patrol hut vastly improves Cannon's guest services and response time to emergency and other vital safety and security needs atop the mountain. Royal Electric, in addition to their vast knowledge and familiarity of Cannon Mountain's electrical infrastructure and their experience with having run all of our mountaintop power supply and communication lines, is preparing to be on-site for our fiber optic backbone installation project. Mobilization of additional manpower or equipment was not necessary. This convenience, coupled with their proven track record of quality and timely performance, positioned them well to carry out and complete this extremely time-sensitive project

at the summit, so that we may complete the new patrol hut (headquarters) prior to the November 23rd opening date. For these reasons, retroactive approval is also requested.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sarah L. Stewart", with a long horizontal flourish extending to the right.

Sarah L. Stewart
Commissioner

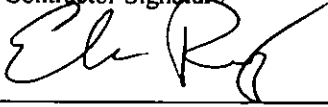
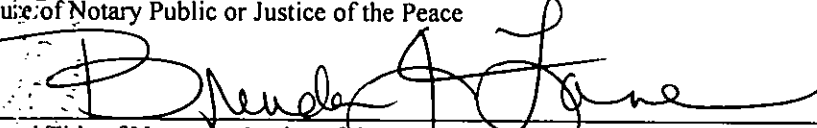
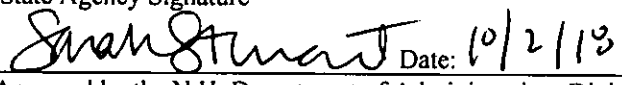

A small, circular, handwritten mark or stamp, possibly containing the letters "LAW" or similar, located in the upper right area of the page.

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 Royal Electric Co., Inc		1.4 Contractor Address 33 Central Street, Woodsville, NH 03785	
1.5 Contractor Phone Number 603-747-2722	1.6 Account Number 10-03500-31320000-034	1.7 Completion Date November 23, 2018	1.8 Price Limitation \$16,155.00
1.9 Contracting Officer for State Agency Sarah L. Stewart, Commissioner		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elie Roy, Project Manager	
1.13 Acknowledgement: State of New Hampshire County of <u>Grafton</u> On <u>September 20, 2018</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 November 16, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Brenda J. Lane, Admin. Asst. / Notary Public			
1.14 State Agency Signature  Date: 10/2/18		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
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>10/2/18</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.

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**

Ski Patrol Hut Electrical

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 electrical to the new ski patrol building at the summit of Cannon Mountain, Franconia, NH which includes the following scope of work:

- a) Provide a new 100amp breaker in the existing panel in the woodshed;
- b) Install a new 2" rigid steel conduit from the woodshed above ground through the woods to the patrol building site for power;
 - o Trench to be dug by others;
- c) Install a 1" rigid steel conduit from the woodshed to the site for communications;
 - o Communication cabling completed by others;
- d) Install aluminum conductors from the breaker in the woodshed through the 2" conduit to the new building;
- e) Supply and install the 100amp disconnect at the building for a service disconnect;
- f) Provide grounding at the building to be tied to the existing ground grid at the top of the mountain;
- g) Feed from the service disconnect to a 75KVA transformer;
 - o Transformer to be provided by Cannon;
- h) Feed from the transformer to a 200amp main breaker 120/208 three phase panel;
- i) Provide and install the new 200amp panel;
- j) Panel to be provided with the following breakers:
 - o 2-50 amp 3 pole breakers;
 - o 1-30 amp 2 pole breaker;
 - o 12-20 amp single pole breakers;
- k) Provide a ground at the new panel; and
- l) Building wire to be completed by others.

EXHIBIT B

Contract Price

Total contract shall not exceed: \$16,155

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 be in effect upon Governor and Executive Council approval for the period of September 25, 2018 through November 23, 2018.

EXHIBIT C

There are no additional or special provisions in this contract.

Term

This contract shall commence upon approval from the Governor and Executive Council with a completion date of November 23, 2018.

EXHIBIT C

There are no additional or special provisions in this contract.

Contractor Initials: ER
Date: 9/20/18

State of New Hampshire

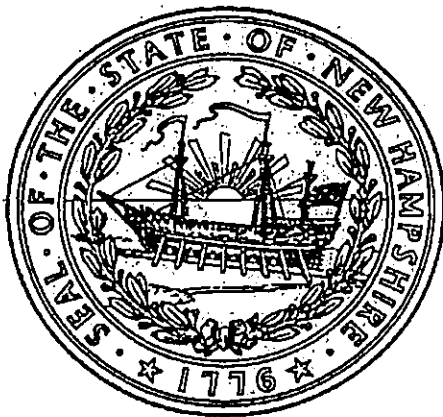
Department of State

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 Profit Corporation registered to transact business in New Hampshire on December 24, 1974. 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: 14777

Certificate Number : 0004187166



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2018.

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

William M. Gardner
Secretary of State

ROYAL ELECTRIC

Integrity is our energy source.

Royal Electric Co., Inc.

Certificate of Vote

I, James A. Roy, hereby certify that I am duly elected President 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 September 20, 2018 at which quorum of the Board was present and voting.

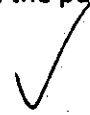
VOTED:

To enter into a contract with the State of New Hampshire Department of Natural And Cultural Resources, to perform the electrical to the new ski patrol building at the summit of Cannon Mountain, Franconia, NH.

This authorizes Elie R. Roy, Project Manager of the Corporation to execute any documents which may, in his judgment, be desirable or necessary to affect the purpose of this vote.

Elie R. Roy, Project Manager

Vote: Yes



I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 20, 2018, and that Elie R. Roy is duly elected Project Manager, respectively, of this corporation.

Attest:

Date:

9/20/18

President

(Corporate Seal)

603-747-2722 • 800-497-8384 • Fax: 603-747-3851

www.royal-electric.biz

33 Central Street • Woodsville, NH 03785



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2018

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 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Lynn Blanchard, CIC, CISR PHONE: (603) 669-3218 FAX: (603) 645-4331 E-MAIL: lblanchard@crossagency.com ADDRESS:													
INSURED Royal Electric Co., Inc. 33 Central Street Woodsville NH 03785		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Citizens Ins Co of America</td><td>NAIC #</td></tr><tr><td>INSURER B: Allmerica Financial Benefit</td><td>41840</td></tr><tr><td>INSURER C: Hanover Ins Co.</td><td>22292</td></tr><tr><td>INSURER D: AmGuard Ins Co</td><td>42390</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Citizens Ins Co of America	NAIC #	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hanover Ins Co.	22292	INSURER D: AmGuard Ins Co	42390	INSURER E:		INSURER F:	
INSURER A: Citizens Ins Co of America	NAIC #														
INSURER B: Allmerica Financial Benefit	41840														
INSURER C: Hanover Ins Co.	22292														
INSURER D: AmGuard Ins Co	42390														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 18-19 All lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		ZBVD355061	9/1/2018	9/1/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
EACH OCCURRENCE	\$ 1,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																						
MED EXP (Any one person)	\$ 5,000																						
PERSONAL & ADV INJURY	\$ 1,000,000																						
GENERAL AGGREGATE	\$ 2,000,000																						
PRODUCTS - COMP/OP AGG	\$ 2,000,000																						
	\$																						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWVD355144	9/1/2018	9/1/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Pollution Liability</td><td>\$ Included</td></tr><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Pollution Liability	\$ Included	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																						
BODILY INJURY (Per person)	\$																						
BODILY INJURY (Per accident)	\$																						
PROPERTY DAMAGE (Per accident)	\$																						
Pollution Liability	\$ Included																						
EACH OCCURRENCE	\$ 10,000,000																						
AGGREGATE	\$ 10,000,000																						
	\$																						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		UHVD355062	9/1/2018	9/1/2019	<table border="1"><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>		\$		\$		\$		\$		\$		\$		\$		\$
	\$																						
	\$																						
	\$																						
	\$																						
	\$																						
	\$																						
	\$																						
	\$																						
D	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/A	ROWC916644 (3a.) CO ID MA ME MN MT NC NH NY PA UT VT All officers included	9/1/2018	9/1/2019	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	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								
<input checked="" type="checkbox"/> PER STATUTE	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																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of work: Provide a fiber backbone at Cannon Mtn to & from Tram Valley Station, Park Headquarters (PHQ), the Notchview Lodge; the Peabody Lodge & the Brookside Learning Center in Franconia, NH.

CERTIFICATE HOLDER**CANCELLATION**

State of NH
Dept of Natural & Cultural Resources
Division of Parks & Recreation
172 Pembroke Road
Concord, NH 03301

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

J Harrison, V.P./JSC

© 1988-2014 ACORD CORPORATION. All rights reserved.