



# STATE OF NEW HAMPSHIRE DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT **DIVISION of PARKS and RECREATION**

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September 30, 2013

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 DL Thurrott, Inc. (VC #218384), Lincoln, RI, in the amount of \$4,950 for the preseason inspection and maintenance of air compressors at Cannon Mountain Ski Area upon Governor and Executive Council approval through November 1, 2013. 100% Ski Area Fund
- 2. Further authorize a 5% contingency in the amount of \$248 to cover any unforeseen damages found, not covered under the original scope of services, while performing the inspection and maintenance. 100% Ski Area Fund

Funding is available in account titled, Cannon Mountain, as follows:

03-35-35-351510-37030000-024-500225-35CA0319

Maintenance Other Than B&G

## **EXPLANATION**

Cannon Mountain Ski Area's snowmaking air compressors require annual inspection and maintenance to be Snowmaking is crucial to operations and therefore proper completed prior to the ski season opening. maintenance, startup, and recommendations for the air compressors are vital to the overall success and snowmaking efficiency during the ski season. The preseason inspection and maintenance includes examining for any wear and tear and the starting and testing of controls on four compressors. The two Centac compressors will receive chemical flushing of 1<sup>st</sup> and 2<sup>nd</sup> stage coolers. Additionally, during this process the snowmaking department is given expert advice and recommendations for the everyday maintenance, including what spare parts should be on-hand to ensure a smooth season.

In August 2013, an invitation to submit bids for "Preseason Inspection and Maintenance of Air Compressors (Cannon Mountain)" was advertised on the Department of Administrative Services' website. DL Thurrott was the sole bid proposal received and, whereas DL Thurrott has performed work in the past to the satisfaction of the Department, was selected as the contractor for this project.

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

Respectfully submitted,

Concurred,

Commissioner

State of New Hampshire Date: 8/29/13

Bid# DRED 2014-002			
REQUISITION:	Υ X		
DESCRIPTION:	Preseasor	_	nspection and Maintenance of Air Compressors (Cannon Mountain)
Vendor	QTY	LINO	Description
D.L.ThurrottAir		\$4,950	950 Service Contract

Subject:

Preseason Inspection and Maintenance of Air Compressors at Cannon

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	1.2 State Agency Address				
Department of Resource & Economic Development	P.O. Box 1856, Concord, NH 03302-1856				
1.3 Contractor Name	1.4 Contractor Address				
D.L. Thurrott	17 Powder Hill Road, Lincoln RI 02865				
1.5 Contractor Phone 1.6 Account Number Number	1.7 Completion Date 1.8 Price Limitation				
207-873-0860 37030000-500225-35CA03	November 1, 2013 \$4,950.00				
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number				
Jeffrey J. Rose, Commissioner	603-271-2411				
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory				
with the	Walter Dilling, CFO				
1.13 Acknowledgement: State of RI , County of	Providence				
On 9/18/13 , 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.					
[Seal]					
1.13.2 Name and Title of Notary or Justice of the Peace					
Valerie Eagan, Accounting Manager					
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory				
Joffred J. Peace	Jeffrey J. Rose, Commissioner				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
By: N/A Director, On:					
.17 Approval by the Attorney General (Form, Substance and Execution)					
Ву:	On: c/3//5				
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.

#### 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

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

## Preseason Inspection and Maintenance of Air Compressors

## **EXHIBIT A**

<u>Scope of Work</u>: The purpose of this Contract is for the Contractor to provide the State with all labor, material and equipment required for pre-season inspection of four air compressors (two Joy TA-30, CENTAC 6000CFM, CENTAC 9000CFM), located at Cannon Mountain, Franconia NH. Service to be completed by November 1<sup>st</sup> 2013. The Contractor requires receipt of, and the following scope of work:

- a) Verify function of all analog gauges on compressors;
- b) Recommend replacement of gauges as necessary to acquire accurate data for trending;
- c) Recommend relocation of instrumentation where necessary to improve the accuracy of data acquisition as necessary:
- d) Examine intake screens and check for debris in the reservoir, clean as necessary;
- e) Record specific type and brand of oil being used in compressor;
- f) Note filter differential pressure;
- g) Record casing inlet oil pressure;
- h) Examine all external oil piping, cooler, valves, filter housing for leaks, damage, etc.;
- i) Inspect both primary and secondary filters for damage, contamination, proper sealing to housing, etc.;
- j) Inspect all inlet piping from filter housing to inlet valve for any compromise of the piping, such as broken flange gaskets, open blown down valves, pressure differential piping broken, etc.;
- k) Examine seal air piping to ensure all fittings are tight and no lines are "pinched" or otherwise obstructed:
- I) Examine seal air regulator for proper function;
- m) Test the seal air switch for proper function with compressor off;
- n) Examine all inlet and discharge piping and associated valves, gauges and controls for proper function, i.e. discharge throttling valves (where used), inlet and discharge temp gauges, inlet and discharge pressure gauging;
- o) Ensure that the vent lines and calves are unobstructed and properly venting air from water jacket(s);
- p) Monitor water temps/pressures for intercooler and oil cooler performance trending (where possible throttle water to 25 degree heat rise and determine CTD);
- g) Ensure proper sizing and function of condensate traps:
- r) Ensure "blown-down" valves are working;
- s) Execute a performance surge to determine the overall health of the compressor, up to the F.L.A. motor amperage is not exceeded;
- t) Record interstage temperatures and pressures to calculate pressure ratios in order to assess individual stage performance;
- u) Centac 6000cfm Cooler Flush (includes RedLyme as required for flush).

#### **EXHIBIT B**

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

Total contract shall not exceed: \$4,950.00

#### **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 D. L. Thurrott, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 21, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19<sup>th</sup> day of September, A.D. 2013

William M. Gardner Secretary of State

# CERTIFICATE of VOTE

I, <u>Kim Spellman</u>, hereby certify that the following resolution is duly authorized by the Board of Directors of <u>D.L. Thurrott</u>, <u>Inc.</u> and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, <u>September 18, 2013</u>.

#### **RESOLUTION:**

That Walter Dilling, Chief Financial Officer and Tom FitzGerald, Vice President of Sales, or any one of them acting singly, be, and hereby are, authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.

Kim Spellman

Administration Manager / Officer

State of

County of

On this the <u>18th</u> day of <u>September 2013</u> before me, <u>Valerie Eagan</u>, personally appeared <u>Kim Spellman</u> known to me (or satisfactorily proven) to be the person whose name is scribed to the within instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Ndtary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2012

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 Arthur J. Gallagher Risk Man Two Pierce Place	1-630-773-3800 nagement Services, Inc.	CONTACT Gwen Aquino PHONE (A/C, No, Ext): 630-694-5447 E-MAIL ADDRESS: gwen_aquino@ajg.com	AX <sub>(C, No):</sub> 630-285-3922
Itasca , IL 60143-3141		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: CHARTER OAK FIRE INS CO 25615	
INSURED Insco Intermediate Holdings	, LLC	INSURER B: TRAVELERS PROP CAS CO OF AMER INSURER C: TRAVELERS IND CO OF AMER	2567 <b>4</b> 25666
17 Powder Hill Rd		INSURER D :	
Lincoln, RI 02865		INSURER E :	
COVERAGES	CERTIFICATE NUMBER: 31016288	REVISION NUMB	ER:

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 DF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROJECT LOC		P6308770M369COF13	01/01/13	01/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X HIRED AUTOS  X AUTOMOBILE LIABILITY  SCHEDULED AUTOS NON-OWNED AUTOS		P8108770M369COF13	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$
В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$ 0		PSMCUP8770M369TIL13	01/01/13	01/01/14	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	РНUВ8770M36913	01/01/13	01/01/14	X WC STATU- TORY LIMITS OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

Re: Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION		
Department of Resource & Economic Development	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
P.O. Box 1856	AUTHORIZED REPRESENTATIVE		
Concord, NH 03302-1856	Michael R. Perch		

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 12/28/2012

NAME OF INSURED: Insco Intermediate Holdings, LLC

Additional Description of Operations/Remarks from Page 1:	

#### Additional Information:

Named Insureds include:

INSCO INTERMEDIATE HOLDINGS, LLC

THE INSCO GROUP

INSCO, INC.

D.L. THURROTT, INC.

D.L. THURROTT AIR, DIV. OF THE CHISHOLM 2006 CORP.

THE CHISHOLM 2006 CORP.

PROSCO PRODUCTS, DIV. OF THE CHISHOLM 2006 CORP.

NIANTIC SEAL, INC.

NORTHEAST RUBBER PRODUCTS, DIV. OF NIANTIC SEAL, INC.