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

July 20, 2023

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 a contract with D.L Thurrott, Inc. (VC #218382), Lincoln, RI in the amount of \$62,682 for labor and materials required to upgrade the staging system on the Centac Snowmaking compressor and the oil temperature control on the Joy compressor at Cannon Mountain Ski Area and improve electrical efficiency, effective upon Governor and Council approval through October 31, 2023. 100% Cannon Mountain Capital Improvement Fund.

Funding is available in account titled, RSA12-A:29-B Cannon Capital Improvement, as follows:

	<u>FY 2024</u>
03-035-035-350030-31320000-034-500160 – Capital Projects	\$62,682

EXPLANATION

Cannon Mountain seeks to complete a staging upgrade to one of its snowmaking compressors, allowing for a much more precise and efficient operation and reduced energy consumption. The efficiency is improved by the installation of a variable vein and an updated computer control panel. In its current state, the Centac Compressor can only run at maximum load causing longevity issues. This upgrade will allow for variable staging, and therefore also effectively improve the durability of the Centac. Additionally, the oil temperature control on the Joy compressor will be replaced with an upgraded and more efficient unit for more efficient operation. The project also includes inspection and testing on all four of Cannon’s compressors to identify further opportunities for efficiency.

On June 9, 2023, an invitation to submit bids for this project (site visit required) was issued in accordance with Department of Administrative Services’ policy. The bid solicitation was posted on the Division of Purchase and Property and NH Parks and Recreation websites. DL Thurrott was the sole bidder and was selected to complete this energy efficiency project based upon their high-level work with extensive compressor maintenance and upgrades at Cannon Mountain over the last two decades. Utilization of the Cannon Mountain Capital Improvement fund for this project was recommended by the Cannon Mountain Advisory Commission on May 8, 2023, approved by the Capital Budget Overview Committee on May 26, 2023, item #23-014, and by Governor and Executive Council on June 14, 2023, item #111.

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

Respectfully submitted,

 Brian J. Wilson
 Director

Concurred,

 Sarah L. Stewart
 Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Division of Parks and Recreation
Cannon Mountain / Franconia Notch State Park
Request for Bid

RFB DNCR 06/09/2023
RFB DNCR 06/23/2023
Control Upgrade for Centac Compressor

Contractor Name and Address	Bid Amount
D.L Thurrott 84 Eastern Avenue Waterville, ME 04901	\$ 62,682.00

The request for bid for the Control Upgrade on the Cannon Mountain Centac Compressor was posted on the DAS state site on June 9, 2023 with a target implementation of August 2023. One bid was submitted and D.L Thurrott was selected as the soler bidder. D.L Thurrott has been a trusted vendor for Cannon Mountain for the past decade. Mathew Mackinnon, Plant Maintenance Engineer III, reviewed the only bid.

FORM NUMBER P-37 (version 2/23/2023)

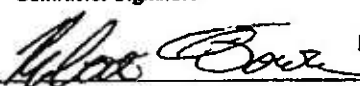
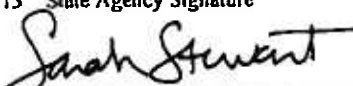
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name D.L. Thurrott		1.4 Contractor Address 84 Eastern Avenue Waterville, ME 04801	
1.5 Contractor Phone Number 207-873-0880	1.6 Account Unit and Class 03-035-035-350010-31320000-034-500160	1.7 Completion Date 10/31/2023	1.8 Price Limitation \$62,682
1.9 Contracting Officer for State Agency David Webster, Business Administrator II		1.10 State Agency Telephone Number 603-823-880 EXT 721	
1.11 Contractor Signature  Date: 7/13/23		1.12 Name and Title of Contractor Signatory Robert Taine Customer Svc. Mgr.	
1.13 State Agency Signature  Date: 8/09/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips, AAG On: 8/9/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

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

Cannon Mountain Ski Area Control Upgrade for Centac Compressor

EXHIBIT A

There are no additional or special provisions in this contract.

EXHIBIT B

Scope of Work: The purpose of this Contract is for the Contractor to provide the State of New Hampshire with all labor, material and equipment required for the Cannon Mountain snowmaking Centac compressor staging upgrade. The Contractor requires receipt of, and the following scope of work:

- A) Preseason inspection for wear and tear.
- B) Startup testing.
- C) Replace oil temperature control for Joy #1 Compressor.
- D) Controller upgrade for Centac 6000 cfm compressor.
- E) Upgrade inlet valve to 8" inlet.

EXHIBIT C

Contract Price

Total contract shall not exceed: \$62,682

Method of Payment

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

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of October 31, 2023.

Contractor Initials ZT
Date 7/13/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that D. L. THURROTT, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 21, 2007. 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: 574462

Certificate Number: 0006280833



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Corporate Resolution


I, Scott Ripatrazzone, Vice President, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of D.L Thurrott. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on July 1, 2023,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Robert Towne, Customer Service Manager (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of D.L Thurrott
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: July 13, 2023

ATTEST:  Vice President
(Signature & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/19/2023

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED FCG Acquisitions Inc. 3915 Shopton Road Charlotte NC 28217 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Travelers Indemnity Co of CT		25682
	INSURER C: The Travelers Indemnity Co.		25658
	INSURER D: Travelers Property Cas Co of America		25674
	INSURER E: INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570100149394 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	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 GENTL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			Y6307N904417COF23	07/01/2023	07/01/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPROP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-6W628005-23-14	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP9P2942452314 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	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	UB8P0637582314G	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570100149394

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

CERTIFICATE HOLDER State of New Hampshire Cannon Mountain Ski Area Route 3 Franconia Notch State Park Franconia NH 03580 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED FCG Acquisitions Inc.	
POLICY NUMBER See Certificate Number: 570100149394			
CARRIER See Certificate Number: 570100149394	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds

Accuflow Systems, Inc.
 Accutech Instrumentation, Inc.
 Advanced Compressed Air Solutions LLC
 Advance Instruments
 Advanced Control Products LLC dba J Flow
 Advanced Prep-Coat Inc
 Air Energy Group, LLC
 Air Engineering, LLC
 Air Relief Holding Company LLC
 AMES, Inc.
 Anchor Sales Associates, Inc.
 Applied System Technologies, Inc.
 Applied System Technologies LLC
 AutomaTech, Inc.
 Automation Solutions
 Automation Solutions of WI
 Automation Warehouse
 Ayer Sales, Inc.
 BG Technologies
 Butler & Land Technologies LLC
 Calpacific Equipment Company
 CB Pacific, Inc.
 Capital District Controls, Inc.
 Caribe Hygeniks, Inc.
 Casella Process Sales & Marketing Inc.
 Casella Process Solutions
 Cimtec Automation, LLC
 Cimtec Engineered Products, LLC
 Clear Water Solutions, Inc
 Components and Controls
 Compressed Air Equipment, Inc.
 Compressor World, LLC
 Control and Power Systems, Inc.
 Corr Tech, Inc.
 Corrosion Products, Inc.
 CPE Flowstar, Inc
 CPI Controls, Inc.
 CPI Controls Metro, Inc.
 CPI Controls North, Inc.
 Custom Fluid Power Inc
 D.L. Thurrott, Inc.
 Engineered Specialty Products, Inc.
 FCG Acquisitions, Inc.
 FFI Holdings I Corp.
 FFI Holdings II Corp.
 FFI Holdings III Corp.
 Flow Control Group, Inc.
 Fluid Flow Products, Inc.
 DBA: Bibb Control Systems
 DBA: New Gen Products LLC
 Fristam Pumps USA
 GoForth Williamson, Inc.
 Globalvac
 Harris Equipment
 Hughes-Primeau Controls Inc.
 Hygeniks, Inc.
 IMAC Motion Control LLC
 Indelco Plastics Corporation
 Industrial Systems and Equipment Company
 Industrial Solutions of New York, Inc.
 Innovative Technical Services LLC dba I-Tech LLC
 Insko Intermediate Holdings LLC
 Instrumart, LLC
 Instrument Specialties, Inc
 King Filtration Technologies
 Lewis Systems & Service Company, Inc.
 Liquid Measure, Inc DBA: Furrow Pump
 Magnatex Pumps, Inc.



AGENCY CUSTOMER ID: 570000093235

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED FCG Acquisitions Inc.	
POLICY NUMBER See Certificate Number: 570100149394			
CARRIER See Certificate Number: 570100149394	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Additional Named Insured**

Maltz Sales Company Inc.
 MG Automation & Controls Corp.
 Niantic Seal, Inc.
 Nooney Controls Corporation
 Northwest Pneumatics, Inc DBA: Northwest Automation Products
 PCI Pumps and Controls
 Pharmovate
 Pneumatic Systems Co LLC
 Pro-Quip, Inc.
 Globalvac
 Harris Equipment
 Hughes-Primeau Controls Inc.
 Qualitrol International
 Quality Fabricators, LLC
 Quality Stainless, Inc.
 Rankin Automation
 Sewer or Septic Services Inc.
 Shaltz Automation, Inc.
 Shaltz Fluid Power, Inc.
 Southeast Pump Specialist Inc.
 S.P.M. Flow Control, Inc.
 SynergAir, LLC
 Team Technical Services, Inc.
 Technology In Plastics Inc.
 TMMI, LLC
 Trask-Decrow Machinery
 Triangle Process Equipment
 Tri-Phase Automations Inc.
 Turn-Key Controls
 Waco Instruments, Inc. d/b/a AccentPDIR; d/b/a Aqua Instruments
 Watermark Engineered Product Sales Inc.
 Zoom Logistics Inc.

Date: 6/23/2023

Quote No. 062323rt

To: Matt MacKinnon	Company: Cannon Mountain
Phone: 603-419-0101	Email: Mathew.mackinnon@dncr.nh.gov
From: Bob Towne	Email: rtowne@dlthurrott.com
Phone: 207-873-0860 ext. 4169	Fax: 207-872-6069
Subject: RFB DNCR 2023-14 Compressor inspection and upgrades	
No. of pages including this sheet: 6	

Matt:

Please find the following estimate for the scope of work presented in RFB DNCR 2023-14.

SCOPE OF SERVICES:

- Inspect Cannon's four Compressors (2 Joy 3000CFM, a Centac 6000cfm, and a Cameron 6000cfm) for wear and tear.
- Startup and testing of compressors to ensure all controls are operating as designed.
- Provide recommendations for spare parts to be kept on hand.
- Replace oil temperature control for Joy#1 compressor.
- Provide and install control upgrade for the Centac 6000 cfm compressor.
Controls will completely replace and perform all the tasks of the original control system.

Our standard scope of work for centrifugal units, description of compressor controls upgrade, and a pricing summary is included on the following pages.

Thank you for this opportunity quote on your requirements. Please do not hesitate to call our office with any questions you may have.

Best Regards,

Bob Towne
Customer Service Manager
rtowne@inscogroup.com
phone 207-873-0860 ext. 4169

**CANNON MOUNTAIN
WORK SCOPE FOR
INSPECTION OF AIR COMPRESSORS**

I. Mechanical performance. (Note: Compressor must be allowed to run for a period of time to allow it to reach operating temperatures in order to acquire accurate, meaningful data for accurate data trending analysis.)

A. Instrumentation.

- i. Verify function of all analog gauges on compressor.
- ii. Recommend replacement of gauges as necessary to acquire accurate data for trending.
- iii. Recommend relocation of instrumentation where necessary to improve the accuracy of data acquisition as necessary.

B. Control panel

- i. (Some brands of controls may preclude DL Thurrott from checking calibration of electronic instrumentation such as RTD's, pressure transmitters, valve positioners, etc.)

C. Lube oil system.

- i. Examine intake screens and check for debris in the reservoir. Clean as necessary.
- ii. Record specific type and brand of oil being used in compressor.
- iii. Note filter differential pressure.
- iv. Record casing inlet oil pressure.
- v. Examine all external oil piping, cooler, valves, filter housing for leaks, damage, etc.

D. Inlet air system.

- i. Inspect both primary and secondary filters for damage, contamination, proper sealing to housing, etc.
- ii. Inspect all inlet piping from filter housing to inlet valve for any compromise of the piping, such as broken flange gaskets, open blow down valves, pressure differential piping broken, etc.

E. Seal air check

- i. Examine seal air piping to ensure all fittings are tight and no lines are "pinched" or otherwise obstructed.
- ii. Examine seal air regulator for proper function.
- iii. With compressor off test the seal air switch for proper function.

F. Coolers/cooling water system.

- i. 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.
- ii. Ensure that the vent lines and valves are unobstructed and properly venting air from water jacket(s).
- iii. Monitor water temps/pressures for intercooler and oil cooler performance trending. (Where possible throttle water to 25 degree heat rise and determine CTD.)

G. Condensate removal system.

- i. Ensure proper sizing and function of condensate traps.
- ii. Ensure "blow-down" valves are working.

II. Compressor performance.

- A. Execute a performance surge to determine the overall health of the compressor. (Note: Performance surges are performed only as far as the F.L.A. motor amperage is not exceeded.)**
- B. Record interstage temperatures and pressures to calculate pressure ratios in order to assess individual stage performance.**

Centrifugal Compressor Controller

TURBOLOGIX CONTROL SYSTEM PACKAGE

PRIMARY HARDWARE

- ❖ 32" x 24" x 10", NEMA 12 steel enclosure with sub-panel
- ❖ Allen Bradley ControlLogix 1769-L24ER processor, I/O and power supply
- ❖ EPIC AIR | AIR RELIEF 10" touchscreen HMI, Ethernet Interface 4
- ❖ Instrumentation

TURBOLOGIX SOFTWARE

- TurboLogix compressor control applications for constant pressure control, surge and machine protection
- Graphics based operator interface for simplified operation



DOCUMENTATION INCLUDED

- Electrical Schematics
- Panel Layout
- Setup and Operating Instruction manual

CONTROL VALVES

- Inlet valve control
- Bypass valve control

ANALOG INPUTS/OUTPUTS FOR FIELD INSTRUMENTS

- system air pressure 1
- machine inter-stage and discharge air pressure
- machine inter-stage and final discharge air temperature
- inlet air temperature
- lube oil temperature
- inter-stage air temperature
- gear case lube oil pressure
- oil filter inlet lube oil pressure
- motor current 3
- stage vibration 2

DISCRETE INPUTS TO THE SYSTEM

- emergency stop button
- main motor starter feedback

DISCRETE OUTPUTS FROM THE SYSTEM

- aux electric drive oil pump relay
- main motor start/run relay
- alarm or fault output

INSTRUMENTATION PROVIDED

- RTD/transmitter for Oil Temperature
- RTD/transmitter for Discharge Air Temperature
- RTD/transmitters for Interstage Air Temperatures
- RTD/transmitter for Inlet Air Temperature
- Transmitters for Interstage Air Pressures
- Transmitter for Machine Discharge Pressure
- Transmitter for System Pressure
- Transmitter for Gear Case Lube Oil Pressure
- Transmitter for Oil Filter Inlet Lube Oil Pressure
- Transmitters for Vibration (3 Stages)
- Vibration Probes and Cables (3 Stages)
- Current Transducer (0-5 Amp AC Output)

AUX OIL PUMP PUMP CIRCUITRY

By default, the **TURBOLOGIX** is designed to operate the aux oil pump anytime control power is on. Once the machine is running for a pre-set length of time, the aux oil pump is turned off.

There is one 120vac, 10amp, dry contact for a pre-lube pump motor starter. The motor starter is not provided with the system.

In the **TURBOLOGIX** program, seal air is a start permissive for both the pre-lube pump and the compressor. A machine fault for loss of seal air would cause the machine to coast down without the aux oil pump running.

MAIN MOTOR CIRCUITRY

The main motor circuit consists of a single PLC output and 120vac 10amp dry contacts for starting the main motor. The output is energized to run the motor and de-energized to stop it.

Motor starting equipment is not included with the system.

EMERGENCY STOP CIRCUITRY

The emergency stop button disconnects all power to PLC outputs thus disabling the main motor. Initiating an emergency stop removes power from motor starting control circuit.

NOTE: The standard installation reuses your existing motor, overloads, and contactors.

REMOTE COMMUNICATIONS

The TurboLogix controller has the ability to accept an Ethernet modem to aid in setup and field troubleshooting. An Ethernet modem provides an effective and inexpensive means for EPIC AIR | AIR RELIEF technical specialist to assist in troubleshooting and identifying problems.

An Ethernet modem can be acquired from EPIC AIR | AIR RELIEF for troubleshooting and engineering assistance for a nominal charge.

PRICING SUMMARY

Description	Price Each
<p>Preseason Inspection to include the following:</p> <ul style="list-style-type: none"> • Inspect Cannon's four Compressors for wear and tear • Start up and testing to ensure all controls are operating as designed • Provide recommendations of spare parts to be kept on hand 	\$ 2,485.00
<p>Replace oil temperature control for Joy#1 compressor. (Performed concurrently with scheduled work)</p>	\$ 1,125.00
<p>Controller Upgrade for the Centac 6000 cfm compressor Centac 2ACII55M3 M90-5531 1250HP TurboLogix EV, 10" MP3 Retrofit Also Includes:</p> <ul style="list-style-type: none"> • Upgrade of inlet valve to 8" inlet guide vane 760E positioner MX60 Actuator Clockwise rotation Face to Face 2.685 • Miscellaneous installation materials • Installation and start up labor 	\$ 59,072.00
<p>Grand Total for Materials and Labor as Anticipated</p>	\$ 62,682.00