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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

89

April 14, 2023

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, to enter into a **Retroactive** contract with Premier Fence, LLC (VC#266408), Canton, MA in the amount of $298,687 to perform Guardrail Replacement at Hampton Beach State Park, effective upon Governor and Council approval for the period April 24, 2023 through November 1, 2023. 100% Other Funds (Agency Income).

Funding is available in account, Hampton Beach Capital Improvement Fund, as follows:

	FY2023
03-035-035-351510-73010000-103-500736 – Contract Repairs; Bldg. Grounds	$298,687

EXPLANATION

This contract is **Retroactive** because the guardrails need to be replaced prior to the peak of the Park operational season to reduce the risk of people parking in the DNCR Parking lots and vehicles being struck by motor vehicles operating along the north and south bound lanes of Ocean Blvd.

The Division of Parks and Recreation (Division) manages the Hampton Beach State Park. The Guardrail Replacement services are required to; remove damaged and deteriorated guardrails and install new guardrails along the State owned parking areas along Ocean Blvd. prior to, and during the operational season.

On March 27, 2023, an invitation to submit bids for guardrail replacement was issued, in accordance with Department of Administrative Services' policy. The bid solicitation was posted; on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Three contractors attended a mandatory pre-bid meeting on April 4, 2023. Three bid proposals were received on April 13, 2023, and the low bidder Premier Fence, LLC was selected. Attached for your information, is a summary of the bids received for this project.

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

Respectfully submitted,

Brian J. Wilson
Director

Concurred,

(SM)

Sarah L. Stewart
Commissioner

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Planning and Development
172 Pembroke Rd. Concord NH 03301
Tel. No 603-271-3973

Bid List

SINGLE BEAM GUARDRAIL REPLACEMENT HAMPTON BEACH

CAP-2301
4/13/2023

Contractors Name and Address	Lump Sum Base Bid
Premier Fence 1010 Turnpike St. Canton, MA 02021	$298,687 **A Bidder**
Delucca Fence 5 Old Ferry Rd. Methuen, MA 01844	$362,118.40 B Bidder
CWS 261 Franklin Hwy Andover, NH 03216	$414,437 C Bidder

Bidding Procedure: This project was put out to bid on March 27, 2023. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting and Works in Progress. The bidding period went on for four weeks. A mandatory pre-bid meeting was held on April 4, 2023 and Three (3) potential bidders attended. Bids closed on 2:00 pm. April 13, 2023 and three (3) bids where received and the apparent low bidder, Premier Fence LLC was accepted in the amount of $298,687 pending Department review and contract approval by Governor and Executive Council. Edward Mussey Public Works Project Manager I received and evaluated the bids.

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 Premier Fence, LLC		1.4 Contractor Address 1010 Turnpike Street Canton, MA 02021	
1.5 Contractor Phone Number 781-821-5900	1.6 Account Unit and Class 73010000-103- 500736	1.7 Completion Date November 1, 2023	1.8 Price Limitation 298,687.00
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature Date: [illegible]		1.12 Name and Title of Contractor Signatory Brian Aubert, Owner Contractor	
1.13 State Agency Signature Sarah Stewart Date: 5/9/2023		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 On: 5/15/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials [illegible]
Date [illegible]

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.

Contractor Initials
Date 4/27/23

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.

Contractor Initials BA

Date 4/27/23

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.

Contractor Initials CSA
Date 9/12/23

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND ECREATION

PROJECT No. CAP-2301

SINGLE BEAM GUARDRAIL REPLACEMENT
HAMPTON BEACH STATE PARK HAMPTON, NH

EXHIBIT A

There are no additional provisions on this contract.

EXHIBIT B

Scope of Services:
The intent of the contract is to provide the State with guardrail replacement services at Hampton Beach State Park in Hampton, NH by on or before the completion date. Contractor shall be responsible for all materials, tools, and labor necessary for the guardrail replacement, in compliance with, and as indicated by and in the Department's specifications "Single Beam Beach Guardrail Hampton Beach State Park Hampton, NH" dated March 27, 2023. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

Hampton Beach State Park:

1. Contractor shall Provide a Traffic Control Plan (TCP) to be submitted for review and approval by the following: NHDOT District 6, Town of Hampton; Department of Public Works and Police Department, and to the DNCR Project Manager, for Approval at least 2 Weeks Prior to the start of the work.

2. Installation and management of Traffic Controls in accordance with the approved Traffic Control Plan. Provide Maintenance of Traffic for the duration of the work.

3. Provide Uniformed Police Officers and or Flaggers for the duration of the work, as identified in the TCP.

4. Remove guardrail and wood posts in areas indicated on the plans. Dispose of all guardrail and wood posts.

5. Install new wood posts, galvanized single beam guardrail, and terminal end units.

Initials [illegible]
Date 4/27/23

6. Install u-channel posts and retroreflective delineators, and retroreflective beam guardrail delineators.

7. Provide the following warranties at the completion of the job. 1 Year Installers Warranty.

EXHIBIT C

Contract Price

Total contract is not to exceed; $298,687

Payment Terms:

Payments (net 30 days) shall be made upon satisfactory completion of services and receipt of itemized invoices.

Term

This contract shall commence, upon approval of the Governor and Executive Council, with a completion date of November 1, 2023.

Initials BA
Date 4/27/23

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 PREMIER FENCE, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on February 22, 2010. 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: **626440**

Certificate Number : **0006205888**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **14th** day of **April** A.D. **2023.**

David M. Scanlan

Secretary of State

Certificate of Authority #3

(Limited Partnership, Limited Liability Professional Partnership or LLC)

Limited Partnership or LLC Certificate of Authority

I, JOHN J FREDRICK, **hereby certify** that I am a Partner, Member or Manager
(Name)
of Premier Fence, LLC a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that Brian Albert is authorized to bind the partnership or LLC. I
*(P-37 Signatory)**
further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATE: 11/22/23

ATTEST: John J Fredrick
(Name)
Member
(Title)

* **Note:** The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2023

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
Tonry Insurance Group, Inc.
150 Grossman Drive, Suite 200
Braintree MA 02184

CONTACT NAME: Lou Tonry
PHONE (A/C, No, Ext): (617) 773-9200 FAX (A/C, No): (617) 773-9920
E-MAIL ADDRESS: certs@tonry.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Citizens Ins Co of America	31534
INSURER B :	Allmerica Financial Benefit Insurance Co	41840
INSURER C :	Hanover Insurance Company	22292
INSURER D :	Massachusetts Bay Insurance Company	22306
INSURER E :	Westchester Surplus Lines Insurance Co	10172
INSURER F :		

INSURED
Premier Fence, LLC
1010 Turnpike Street
Canton MA 02021-2839

COVERAGES CERTIFICATE NUMBER: CL234729571 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZBNJ368370	04/01/2023	04/01/2024	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	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWNJ368330	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHNJ368373	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WDNJ368312	04/01/2023	04/01/2024	[X] 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
E	Contractor's Pollution Liability			G71797697004	04/01/2023	04/01/2024	Each Pollution Condition	$1,000,000
							Aggregate	$1,000,000

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

Project: CAP-2301 Guardrail Replacement at Ocean Ave., Hampton Beach. State of New Hampshire, Department of Natural and Cultural Resources and Division of Parks and Recreation are an Additional Insured, including completed operations, when required by written contract, but only to the extent provided in the Additional Insured endorsement(s) attached to the policy, a copy of which is available upon request. Operations usual to a fence contractor.

CERTIFICATE HOLDER

State of New Hampshire Department of Natural
and Cultural Resources
172 Pembroke Road
Concord NH 03301

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

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State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation

CAP-2301 Single Beam Guardrail Relacement Bid Results

Category	Quantity	Units	A Premier Fence, LLC Unit Cost	Subtotal	B Delucca Fence Company Unit Cost	Subtotal	C CWS Fence & Guardrail Unit Cost	Subtotal
General Conditions	1	Each	5000	$ 5,000.00	5125	$ 5,125.00	3500	$ 3,500.00
Traffic Control Plan	1	Each	3500	$ 3,500.00	9850	$ 9,850.00	1250	$ 1,250.00
Demolition (Remove Rail & Wood Posts & Terminal Units)	4532	Linear Feet	5	$ 22,660.00	5.95	$ 26,965.40	5	$ 22,660.00
606.001C Guardrail Replacement (Repairs only)	54	Linear Foot	28	$ 1,512.00	65	$ 3,510.00	20	$ 1,080.00
606.0142 6"x8" Wood Post Assemblies for Beam Guardrail Posts (Repairs Only)	5	Each	55	$ 275.00	185	$ 925.00	75	$ 375.00
606.140 Beam Guardrail (Standard Section includes Wood-Posts & Single Beam)	3635	Linear Foot	32	$ 116,320.00	34.85	$ 126,679.75	40	$ 145,400.00
606.141 Beam Guardrail Median (Standard Section includes Wood Posts & Single Beam)	87	Linear Foot	50	$ 4,350.00	80	$ 6,960.00	45	$ 3,915.00
606.5A Single 6"x8" Wood Rail	3635	Linear Foot	22	$ 79,970.00	27.25	$ 99,053.75	40	$ 145,400.00
Beam Guardrail Terminal End Unit 25'	27	Each	285	$ 7,695.00	1215	$ 32,805.00	1150	$ 31,050.00
MSKT-SP-MGS 25'	2	Unit	5825	$ 11,650.00	3850	$ 7,700.00	3850	$ 7,700.00
MATT 34'-4-1/2"	1	Unit	5825	$ 5,825.00	13850	$ 13,850.00	10445	$ 10,445.00
618 Uniformed Officers & Flaggers	1	Unit	16320	$ 16,320.00	4080	$ 4,080.00	18500	$ 18,500.00
621.2 Retroreflective Beam Guardrail Delineator	106	Each	5	$ 530.00	8.25	$ 874.50	7	$ 742.00
621.31 Single Delineator with Post	44	Each	70	$ 3,080.00	85	$ 3,740.00	55	$ 2,420.00
Allowance #1	1	Each	20000	$ 20,000.00	20000	$ 20,000.00	20000	$ 20,000.00
Totals				$ 298,687.00		$ 362,118.40		$ 414,437.00