State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
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September 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter a **Retroactive** contract with Mobile Fencing Inc. (VC#350648) of Providence, RI in the amount of $10,000 to deliver and supply temporary fencing at Cannon Mountain Ski Area effective upon Governor and Executive Council approval for the period of October 1, 2025 through November 1, 2025. 100% Agency Income.

Funding is available in account, Service Parks, as follows:

	FY 2026
03-035-035-0351510-37200000-022-500257 – Rents-Leases Other than State	$10,000

EXPLANATION

This request is **Retroactive** because the planning and request-for-bid process extended beyond the deadlines necessary for a timely submission to the Governor and Executive Council. The service is time-sensitive in nature, as the pedestrian fencing is an essential element of the Artist Bluff pedestrian safety plan for the fall foliage season.

On August 18, 2025, Cannon Mountain Ski Area issued an invitation to submit bids for Franconia Notch Pedestrian Fencing at Cannon Mountain, in accordance with the Department of Administrative Services' policy. This bid solicitation was posted on both the Division of Purchase and Property's website and the Division of Parks and Recreation's website. Cannon Mountain received four bids by the final deadline of August 29, 2025. Mobile Fencing Inc. was the lowest bidder.

Mobile Fencing Inc. will provide rental and installation services for temporary pedestrian fencing at Franconia Notch State Park along Route 18. This fencing will be in place during the fall foliage season to manage heavy visitor traffic, enhance pedestrian safety, and discourage unsafe parking or unauthorized trail access. The project scope includes supplying approximately 4,000 feet of durable pedestrian fencing suitable for outdoor crowd control, coordinating delivery, installation, and removal, and ensuring compliance with all safety and state park requirements. Mobile Fencing Inc. will install the fencing along designated areas with proper stabilization and secure connections and remove all materials and debris at the end of the rental period, leaving the site in clean condition. The fencing will specifically serve as a deterrent to prevent visitors from creating unauthorized pathways, bypassing trail entrances to Artist Bluff, and illegally parking along Route 18. These measures will support safe traffic flow, resource protection, and an improved visitor experience. Mobile Fencing Inc. has demonstrated the capability and readiness to perform this work efficiently, making them the most appropriate vendor for this service.

DNCR has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,

Sarah Stewart (SM)

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 2026-05

Franconia Notch Pedestrian Fencing

Contractor Name and Address	Bid Amount
Mobile Fencing, Inc 102 Londonderry Turnpike Hooksett, NH 03106	$ 9,999.99
Premier Fence, LLC 1010 Turnpike St Canton, MA 02021	$ 33,000.00
Reliable Fence Company 283 Salem Street Woburn, MA 01801	$ 78,000.00
BRN Group LLC 1990 Brickell Ave Miami, FL 33129	$ 300,000.00

The request for bid for 2025 Franconia Notch Pedestrian Fencing at Cannon Mountain was posted on the DAS state site on August 18th, 2025 with a target implementation of October 2025. Four bids were submitted and Mobile Fencing, Inc was selected as the lowest bidder. David Webster, Business Administrator II, reviewed the bid.

MOBILE FENCING INC.

ON SITE TEMPORARY FENCING

General Information

Prepared By	Zachary Almond	Created Date	8/19/2025
Department	Mobile Fencing	Quote Number	00008572

Job Date

Quote Name	Cannon Mountain/ Franconia Notch State Park Pedestrian Barrier Quote	Job Type	Event
		Prevailing Wage	No
Install Date	10/1/25	Tax Exempt	Yes
Rental Period	less than 1 month		

Contact Information

Bill To Name	Cannon Mountain/ Franconia Notch State Park	Ship To Name	Cannon Mountain/ Franconia Notch State Park
Bill To	260 Tramway Drive Franconia, New Hampshire 03508 United States	Ship To	Cannon Mountain Lot Profile Rd Franconia, New Hampshire United States
Billing Contact	Kelsey Herold		
Email	kelsey.r.herold@dncr.nh.gov	Site Contact	Kelsey Herold
		Site Contact Phone	603-616-1679

Notes

Need barriers from 10/1/25-10/14/25. Please coordinate pick for on/after 10/14/25.

Invoice to be based on actual footage/quantity of barriers installed but not to exceed $9,999.99.

Pricing includes delivery, installation, rental up to 1 month, and removal/site clean up following the rental.

30 Day Payment terms.

Product	Quantity	Sales Price	Subtotal
Pedestrian Barrier	4,000.00	$2.50	$10,000.00

Terms

Mobile Fencing Inc. agrees to supply, set up, and remove above mentioned fence / accessories at the above job site. This price includes one set up and one removal. If more than one pick up of fence is required, there will be an additional charge. **The final price is based on actual**

Signature _____ Print Name _____ Date _____

MOBILE FENCING, INC.

ON SITE TEMPORARY FENCING

footage setup on the job site. The jobsite must be clear of debris, fairly level and trailer/truck accessible.
Mobile Fencing Inc. is to be given sufficient notice regarding all pickups, deliveries and relocations of fence. It is the responsibility of the customer to contact Mobile Fence when the fence / accessories are off lease. Mobile Fence Inc. will automatically invoice the lessee at the end of each billing period unless informed otherwise.
All damaged or missing product is the responsibility of the lessee. Lessee is also responsible for any damage, injury and liability incurred while fence / accessories are on location. No retainage shall be held and a one time fuel surcharge of $35.00 will be applied.
Damage/Missing panels $155.00 ea; Broken/Missing blocks $45.00 ea; Clamps $4.50 ea: Damaged/Missing Barricades $155.00 ea
EFFECTIVE 7/1/24 A 2% PROCESSING FEE WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS. AMEX PAYMENTS WILL REMAIN AT THE CURRENT RATE OF 2.5%

Signature _____ Print Name _____ Date _____

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 Road, Concord NH 03301	
1.3 Contractor Name Mobile Fencing Inc.		1.4 Contractor Address 81 Pilsudksi Street Providence, RI 02909	
1.5 Contractor Phone Number 401-265-7734	1.6 Account Unit and Class 035-03500-37200000-022-500257	1.7 Completion Date 11/01/2025	1.8 Price Limitation $10,000
1.9 Contracting Officer for State Agency David Webster, Business Administrator II		1.10 State Agency Telephone Number 603-823-8800 EXT 721	
1.11 Contractor Signature Date: 9/4/25		1.12 Name and Title of Contractor Signatory Allyson Silvia, GM	
1.13 State Agency Signature Sarah Stewart Date: 9/22/2025		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner DNCR	
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: Jessica A King On: 9/30/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 9/4/25

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 9/4/20

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
Date 9/4/25

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 CD
Date 9/4/25

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

Cannon Mountain Ski Area Mobile Fencing

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 mobile fencing rental services. The Contractor acknowledges to the following scope of work:

A) Provide and deliver approximately 4,000 linear feet of temporary fencing panels, bases, and connectors to the designated site.
B) Install fencing along the specified perimeter or layout as directed, ensuring panels are securely connected and stabilized according to industry standards and safety requirements.
C) Make any necessary adjustments to align with on-site conditions or compliance needs (e.g., pedestrian paths, emergency access points).
D) Remove all the fencing, bases, and related materials at the end of the agreed rental period.
E) Ensure the worksite is free of fencing materials after removal and left in clean condition after removal.

EXHIBIT C

Contract Price

Total contract shall not exceed: $10,000

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 Commissioner of the Department of Natural and Cultural Resources with a completion date of November 1, 2025.

Contractor Initials _____
Date 9/4/25