



## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

ROBERT L. QUINN  
COMMISSIONER

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

May 17, 2022

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

### REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Emergency Services and Communications (DESC) to enter into a contract with Covered Bridge Outdoor Construction Corporation of 415 Millstone Ave, #17, Manchester, NH, 03102 (VC# 396938), in the amount of \$23,000.00 to provide a one-time service of concrete pier sealing at ten of the DESC's Radio Communications tower sites. Effective upon Governor and Council approval through October 31, 2022. Funding Source: 100% Agency Income.

02-23-23-236510-40010000 Dept. of Safety-Div of Emer Services – Radio Comms Section	<u>SFY2022</u>
103-502664 – Contracts for Operational Services	\$23,000.00

### EXPLANATION

In an effort to maintain the structural integrity of the foundations of our critical public safety radio infrastructure, the concrete footing that support the radio towers require routine maintenance. These piers face harsh New Hampshire weather and from time to time need to have the concrete resealed. The piers are the foundation of our critical public safety radio infrastructure and completing this maintenance will insure the stability of the pier for many years to come. The Department of Safety radio towers support land mobile radio communications for law enforcement and other first responders throughout the State of New Hampshire.

The Division issued a competitive firm fixed price bid on March 18, 2022 to have ten of its radio tower concrete piers resealed. DESC received a total of ~~four~~ submitted proposals for review and consideration. Covered Bridge Outdoor Construction Corporation submitted the lowest cost bid and was selected.

Respectfully Submitted,

Robert L. Quinn  
Commissioner of Safety

mlc  
133



**Respondent List for RFB: DOS 2022-07 for a contract to perform Tower Foundation Pier Sealcoating:**



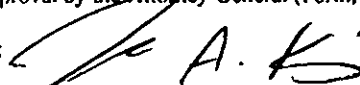
<b>Company Name</b>	<b>Address</b>	<b>Contact Information</b>	<b>Bidder Status</b>
Covered Bridge Outdoor Construction	415 Millstone Ave #17 Manchester, NH 03102	Paul Bilodeau paulb@cbocorp.com	<b>Winning Bidder</b>
Aerial Site Communications	21 Hitchcock Drive Gorham, NH 03581	Mark Leclerc 3leclercs@gmail.com	2 <sup>nd</sup> Lowest Bidder
W.P. Davis Excavation	P.O. Box 758 Hampton, NH 03843	Will Davis Will@wpdavisexcavation.com	3 <sup>rd</sup> Lowest Bidder
M+K Commercial Diving, LLC	1351 Stage Road Fairhaven, VT 0573	Joshua Watson jwatsonmk@protonmail.com	4 <sup>th</sup> Lowest Bidder

**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 State of New Hampshire, Department of Safety, Division of Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard Concord, NH 03301	
1.3 Contractor Name Covered Bridge Outdoor Construction Corporation		1.4 Contractor Address 415 Millstone Ave, #17, Manchester, NH 03102	
1.5 Contractor Phone Number 603-479-9716	1.6 Account Number 02-23-23-236510-4001 103-502664	1.7 Completion Date October 31, 2022	1.8 Price Limitation \$23,000.00
1.9 Contracting Officer for State Agency Brandon McGorry, Chief of Administration		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature  Date: 4/24/22		1.12 Name and Title of Contractor Signatory Paul Bilodeau CEO	
1.13 State Agency Signature  Date: 5/17/22		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
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:  On: 5/31/22			
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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

### Exhibit A – Special Provisions

There are no changes to the States P37 document.

### Exhibit B – Scope of Services

This contract is to procure a one-time service to apply tower foundation pier sealcoating of waterproofing agent, MasterSeal 581, to all exposed concrete at the ten (10) below listed radio sites. Waterproofing agent shall be applied to all concrete piers.

Prior to applying the waterproofing agent, Covered Bridge Outdoor Construction Corporation shall complete proper pier preparation to include cleaning and drying the area pursuant to the product application instructions.

In performing its obligations under this Contract, the vendor agrees that any work created or prepared by Covered Bridge Outdoor Construction Corporation personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

Locations and equipment are detailed below. Covered Bridge Outdoor Construction Corporation shall supply all labor, tools, transportation, materials, equipment, permits as necessary, and required to perform services as described herein.

### Exhibit C – Price and Payment Schedule

Firm Fixed Price:

This is a Firm Fixed Price (FFP) Contract totaling \$23,000.00 for services as described above in Exhibit B to be completed by October 31, 2022. Covered Bridge Outdoor Construction Corporation shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Covered Bridge Outdoor Construction Corporation to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

In no event shall the total of all fees paid under this Agreement exceed \$23,000.00

Vendor agrees to perform on-site pier sealcoating to the ten (10) radio communications towers:

<u>Activity, Deliverable</u>	<u>Location</u>	<u>Price</u>
Tower #1. Mitchell Hill Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	58 Castle Rd, Haverhill	Labor: \$2,200.00 Materials: \$100.00

Tower #2. New Hampshire State Police Troop A Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	315 Calef Hwy. Epping	Labor: \$2,200.00 Materials: \$100.00
Tower #3. Blue Job Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	968 First Crown Point Rd. Farmington	Labor: \$2,200.00 Materials: \$100.00
Tower #4. Tenney Mountain Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	133 Davis Rd. Groton	Labor: \$2,200.00 Materials: \$100.00
Tower #5. Whittier Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	300 Newman Drew Rd. Ossipee	Labor: \$2,200.00 Materials: \$100.00
Tower #6. Holden Hill Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	1201 Diamond Pond Rd. Stewartstown	Labor: \$2,200.00 Materials: \$100.00
Tower #7. Incident Planning Operations Center (IPOC) Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	110 Smokey Bear Blvd. Concord	Labor: \$2,200.00 Materials: \$100.00
Tower #8. Oak Hill Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	264 Tower Rd. Loudon	Labor: \$2,200.00 Materials: \$100.00
Tower #9. Warner Hill Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	2 Wardens Way, Derry	Labor: \$2,200.00 Materials: \$100.00



Tower #10. New Hampshire State Police Troop E Apply pier sealcoating of waterproofing agent such as MasterSeal 581 or approved equivalent to all exposed concrete.	1864 White Mt Hwy. Tamworth	Labor: \$2,200.00 Materials: \$100.00
Total		\$23,000.00

### **INVOICING:**

Covered Bridge Outdoor Construction Corporation shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Covered Bridge Outdoor Construction Corporation shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon acceptance of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

### **Invoices shall be sent electronically to:**

By E-mail:

orders@dos.nh.gov

Or by USPS:

Department of Safety  
Division of Emergency Services and Communications  
Attention: Office of the Director  
110 Smokey Bear Blvd  
Concord, NH 03305

### **PAYMENT ADDRESS:**

All payments shall be sent to the following address:

Covered Bridge Outdoor Construction Corporation  
415 Millstone Ave #17  
Manchester, NH 03102

19 Manager )

**Corporate Resolution**

meeting of the Board of Directors/shareholders duly called and held on 24.01.2022 at which a quorum of the directors/shareholders were present and voting.

Voted: That Rev. J. B. Butler is duly

Name and Title of PLS Signatory:

authorized to enter into contracts on behalf of Sutro Const a limited

Name of Corporation

partnership with the State of New Hampshire. Department of Natural and Cultural Resources

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 April 1, 2022. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 9-1-22

ATTEST: W. H. McLean

*(Name of bill, not the P.J. Signature)*

Tracie Beede

TRACIE BEEDE  
NOTARY  
PUBLIC  
STATE OF NEW HAMPSHIRE

Tracie Beede  
Notary Public, State of New Hampshire  
My Commission Expires 05 16, 2023

# State of New Hampshire

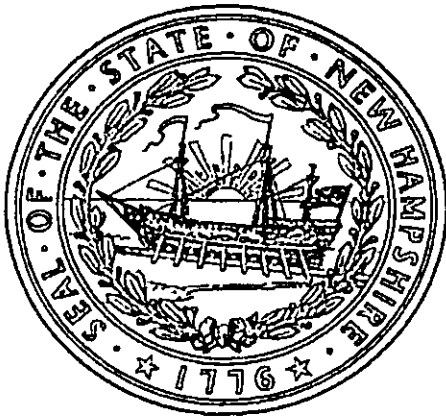
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COVERED BRIDGE OUTDOOR CONSTRUCTION CORP. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 14, 2012. 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: 716303

Certificate Number: 0005718415



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



COVER50

OP ID: BJ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2022

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: IMMANUEL Insurance Agy- SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &	603-335-4300	CONTACT NAME: IMMANUEL Ins Agy Inc & PHONE (A/C, No, Ext): 603-335-4300 E-MAIL: david@immanuelins.com ADDRESS:	FAX (A/C, No): 603-822-7101
INSURED: Covered Bridge Outdoor Constr Paul Bilodeau 415 Millstone Avenue #17 Manchester, NH 03102		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Concord Group Insurance	NAIC # 20672
		INSURER B: Progressive	10243
		INSURER C: Travelers Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## 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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20007856	01/22/2022	01/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		04322743-0	01/22/2022	01/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-8S093917-21-42-G	09/17/2021	09/17/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of  
Safety Division of Emergency  
Services & Communications  
33 Hazen Drive  
Concord, NH 03305

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

Brian Jacobsen