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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
STATE COUNCIL on the ARTS

172 Pembroke Rd CONCORD, NEW HAMPSHIRE 03301
Telephone (603) 271-2789 FAX (603) 271-3584

108

August 24, 2023

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

REQUESTED ACTION

1. Authorize the Department of Natural and Cultural Resources, State Council on the Arts, to enter into a contract with artist Marcelle Pope (VC #406215), Francestown, NH in the amount of $13,300 for creation of artwork for the Department of Environmental Services Dam Bureau, Concord effective upon Governor and Executive Council approval through July 31, 2024. 100% Other Funds (Agency Income).

2. Further authorize an advanced payment in the amount of $4,665 to Marcelle Pope in accordance with the terms of the contract effective upon Governor and Council approval. 100% Other Funds (Agency Income).

Funding is available in account, State Art Fund, as follows:

	FY 2024
03-035-035-353510-41000000-054-500526 - Trust Fund Expenditures	$13,300

EXPLANATION

Pursuant to RSA 19-A:10, the Selection Committee for the Department of Environmental Services Dam Bureau recommends the following artist commission for the Operations and Construction Facility.

Marcy Pope consistent with the Request for Proposals dated January 14, 2023 and reflected in the artist's proposal received on April 17, 2023, will create, and install mural on the north side bay doors of the Operations and Construction Facility. Images chosen will be in collaboration with the artist and the DES-Dam Bureau and will depict the flow and movement of water, people engaged in activities and wildlife.

In addition to being posted on our website, Percent for Art Request for Proposals are widely distributed on our social media outlets, with regional and national partners and to our email newsletter subscribers. In response to the Request for Proposals, we received 13 submissions from 14 artists (one team). The percentage of artist from NH was 85% and the percentage of artists from out of state was 15%.

The Selection Committee, pursuant to RSA 19 A:10, reviewed the proposals and made recommendations for the selection based on these criteria:

- Quality of the design concept
- Appropriateness of the proposed design concept and mediums to the stated themes
- Suitability of the proposed artwork to the location
- The artist's ability to carry out the commission, to keep the project within budget, and to complete and install the work on schedule.

Assessment was also based on evidence of successful projects undertaken and completed in the past as noted in the artist's resume and work samples.

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

Respectfully submitted,

(SM)

Sarah Stewart

Sarah L. Stewart
Commissioner

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 New Hampshire State Council on the Arts		1.2 State Agency Address 172 Pembroke Rd, Concord, NH 03301	
1.3 Contractor Name Marcelle Pope Vendor # 406215		1.4 Contractor Address [redacted]	
1.5 Contractor Phone Number 603.562.5083	1.6 Account Unit and Class 410000000-054	1.7 Completion Date 7/31/2024	1.8 Price Limitation $13,300
1.9 Contracting Officer for State Agency Cassandra Mason, Grants Officer		1.10 State Agency Telephone Number 603.271.2789	
1.11 Contractor Signature Marcelle Pope Date: 07/20/23		1.12 Name and Title of Contractor Signatory Marcelle Pope, Artist	
1.13 State Agency Signature Sarah Stewart Date: 8/09/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	

1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Lorrie A Radis Director, On: 8/22/23

1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Sheri Phillips , AAG On: 8/18/2023

1.17 Approval by the Governor and Executive Council *(if applicable)*

G&C Item number: G&C Meeting Date:

Contractor Initials MP
Date 07/20/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials MP
Date 07/20/23

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 MP
Date 07/20/23

EXHIBIT A – Marcelle Pope
Special Provisions

USE:

Once the Artworks are completed and becomes the property of the State, the State will not permit any use of the Artist's name or misuse of the Artworks which, in the State's opinion, would reflect discredit on the Artist's reputation or violate the spirit of the Artworks.

All preliminary data and research leading up to the execution of the final Artworks purchased by the State remain the sole property of the Artist.

The imagery developed by the Artist for the Artworks may continue to be used as the Artist chooses for other original works of art.

INSURANCE:

The insurance limits that are contained in section 14.1.1 pertaining to pertaining to general liability are adjusted to $1,000,000 each occurrence and $2,000,000 general aggregate.

REPRODUCTION:

The Division of the Arts shall have the right to reproduce the image of the Artworks for purposes of supporting and promoting New Hampshire arts and for publicity purposes such as within booklets, press releases, Division of the Arts Website, e-news, etc., with credit given to the Artist in all cases.

ASSURANCE:

The materials of the artworks and installation hardware shall remain free from all defects for a period of 90 days from the date of installation. Any defect noted within 90 days of the installation date shall be repaired by the Artist at his/her expense. The date and remedy of any repair shall be coordinated with and approved by the NHSCA staff. Any repair shall restore the artworks to a condition requiring minimal maintenance as originally stated in the Request for Proposals. Should the artist fail to remedy any defect within 60 days of notification of defect, the State may deem the artists in default and pursue legal remedies as provided in Section 8 of the P-37 Form.

Contractor Initials MP
Date 07/20/23

EXHIBIT B – Marcelle Pope

Services

SERVICES:

Consistent with the Request for Proposals dated January 14, 2023 and reflected in the artist's revised proposal received on April 17, 2023, Marcelle Pope will create an artwork on the Operations and Constructions Facility, north side bay doors. The mural will depict the flow and movement of water and include images of people engaged in activities and wildlife.

INSTALLATION:

An employee of the NHSCA will coordinate scheduling of installation of artwork and will be present onsite to assure contract compliance on the scheduled installation day. Installation shall take place during normal business hours and the artist agrees to take all reasonable precautions to avoid unsafe conditions for patrons and employees of the site.

The artist is required to arrive fully prepared for the installation of the artworks on the scheduled installation day.

A pre-installation site visit may be scheduled by NHSCA staff to help the artist assess installation requirements, as requested by the artist.

Contractor Initials MP
Date 07/20/23

EXHIBIT C – Marcelle Pope

Payment

PAYMENT:

The Artist shall be compensated by the State of New Hampshire (State) in the total amount of the contract, which shall constitute full payment for all services, materials, travel, delivery, and installation (if specified under Exhibit A) to be furnished under the terms of this agreement. Such compensation shall be made in three installments, and processed upon receipt of invoices submitted by Artist:

Payment Schedule for Commissions:

- First payment: Thirty-five percent (35%) of the amount referenced above shall be paid upon the effective date of this contract.
- Second payment: Thirty-five percent (35%) of the amount referenced above shall be paid when the project is seventy percent (70%) completed.
- Third and final payment: Thirty percent (30%) shall be paid after final acceptance by the State, wherein the State signifies that the Artwork has been completed.

Upon receipt and approval of the final invoice by the State, completion of an "Artist Worksheet" by the Artist detailing final information and recommendations for maintenance on the Artwork, and in consideration of the satisfactory performance of the services as determined by the State, the State shall consider this acceptance of the Artwork and submit invoice for processing.

The payment by the State of the full contract price shall be the sole compensation to the Artist for services and reimbursement to the Artist for all expenses, of whatever nature, in the performance of this contract and shall be considered complete. The State shall have no liability to the Artist other than the contract price.

Contractor Initials MP
Date 7/20/23

Marcy Pope
[redacted]
www.marcypope.com

Education

2020 Certificate of Graduate Studies in Social Justice, Harvard Extension School
2009 MFA, Vermont College of Fine Arts, Montpelier, VT
1987 Teacher Certification, Rivier College, Nashua, NH
1984 Diploma Program School of the Museum of Fine Arts, Boston, MA
1981 BA, Bates College, Lewiston, ME

Professional Experience

2022 > Artist-in-residence Farmsteads-NE Hillsborough, NH
Funded by NH State Council on the Arts
2021-2022 Mural awarded by NH Housing, Central Square Terrace, Keene, NH
2000 - 2022- Art teacher, Merrimack High School, Merrimack NH

- Implemented and maintain a thriving Ceramics program including Advanced Pottery.
- Trained, implemented, and taught AP Studio Art in 2D Design, Drawing and 3D Design
- Taught introductory art (Basic Art), Arts and Crafts, Illustration and Design, Sculpture, Drawing, Advanced Drawing, Portfolio, Painting
- NEASC, New England Association of Schools and College, Co-Chair 2019>2022
- Class Advisor for the class of 2018
- Professional Development Committee 2015>2022
- Individual Professional Development Plan Committee 2004-2009,
- Service work: Empty Bowls, implemented the fabrication of 350 bowls biennially, through district and community workshops, National Art Honor Society, and art classes. Collaborated with the art department to host the community supper every other year since 2006
- Partners in Development, a service organization in Ipswich, MA, that provided the opportunity for 8 students, a colleague and me in Glendora, MS to assist in building homes and working with the youth in the rural south in April 2017.
- Chaperoned a similar trip to Guatemala in 2016.

1989-2000 Adjunct Instructor, Methods in Secondary Art Education,
Supervising Teacher for Student teachers,
Franklin Pierce College, Rindge, NH,
1987-1990 Art teacher, Milford High School, Milford, NH
Taught Visual Studies, Ceramics, developed and taught Art Appreciation
1984-1987 Art teacher, GED teacher, Clearway, Nashua, NH
Taught special needs adolescents in an alternative high school

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2023

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

StateFarm

Ed Ibanez State Farm
264 N Broadway unit 204 suite B
Salem NH 03079

CONTACT NAME: Kristin Nelson
PHONE (A/C, No, Ext): 603-212-7034 FAX (A/C, No): 603-624-6191
E-MAIL ADDRESS: kristin@edibanez.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Marcy Pop & Craig Roach
[redacted]
[redacted] [redacted]

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			94-BH-C8528	07/19/2023	07/19/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

THE DEPT OF NATURAL AND CULTURAL RESOURCES
172 PEMBROKE RD
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

Kristin Nelson

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