



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

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhstateparks.org



103A

YB

May 1, 2024

His Excellency, Governor Christopher T Sununu
 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 to enter into a contract with Powell Enterprises NH Corporation (VC #490738), North Hampton, NH in the amount of \$23,999.84 to perform Beach Grading at Wallis Sands State Park, effective upon Governor and Council approval through May 24, 2024. 100% Other Funds (Agency Income).

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

03-035-035-351510-37200000-048-500226-35P03011 - Contractual Maintenance B&G	FY2024 \$23,999.84
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EXPLANATION

The Division of Parks and Recreation manages the beach at Wallis Sands State Park. The Beach Grading services are necessary to move sand from the low tide line to the seawall for the purpose of public beach access for the operational season.

On March 18, 2024, an invitation to submit bids for Beach Grading at Wallis Sands State Park was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Alpha Graphis, Signature Digital Infinite Imaging, McGraw Hill Construction, and Works in Progress. Four bid proposals were received on March 28, 2024, and Powell Enterprises NH Corporation was the selected low bidder. Attached for your information is a summary of the bids received for this project.

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

Respectfully submitted,

Brian J. Wilson
 Director

Concurred,

(PSM)

Sarah L. Stewart
 Commissioner

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

Bid List

Beach Grading Wallis Sands State Park	Project No.	OPS-2424
	Date:	2/1/2024

Contractors Name and Address	Lump Sum Base Bid
Powell Enterprises NH Corporation 152 Atlantic Ave. North Hampton NH 03862	\$23,999.84
CR Demers Construction PO Box 62 Barnstead, NH 03275	\$26,800.00
Baldwin & Son 686 Lakehouse Rd Naples, ME	\$32,120.00
Sam Jeffers Trucking & Excavation 361 Titus Hill Colebrook, NH 03576	\$94,000.00

Bidding Procedure: This project was put out to bid on March 18, 2024. It was advertised through the NH Bureau of Purchase and Property Website, NH State Parks Website, Construction Summary of NH, Alpha Graphics, Signature Digital Imaging, McGraw Hill Construction, and Works in Progress. The bidding period went on for two weeks. Bids closed on 2:00 pm. March 28, 2024. Four (4) bids were received and the low bidder, Powell Enterprises NH Corporation was accepted in the amount of \$23,999.84 pending contract approval by Governor and Executive Council.

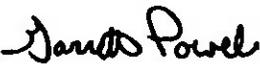
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name Powell Enterprises NH Corporation		1.4 Contractor Address 152 Atlantic Ave. North Hampton, NH 03862	
1.5 Contractor Phone Number 207-899-5600	1.6 Account Unit and Class 37200000-048-50026	1.7 Completion Date May 24, 2024	1.8 Price Limitation \$23,999.84
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature  Date: 4-9-24		1.12 Name and Title of Contractor Signatory Garrett Powell Owner/Member	
1.13 State Agency Signature  Date: 5/1/24		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: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips, AAG On: 5/2/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

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

PROJECT No. OPS-2422
BEACH GRADING
WALLIS STATE PARK RYE, NH

EXHIBIT A

There are no additional provisions on this contract.

EXHIBIT B

Scope of Services:

The intent of the contract is to provide the State with beach grading services at Wallis Sands State Park in Rye, NH by on or before the completion date. Contractor shall be responsible for all materials, tools, and labor necessary for the Beach Grading Services, in compliance with, and as indicated by and in the Department's specifications "Beach Grading Wallis Sands State Park Rye, NH" dated March 18, 2024. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

Hampton Beach State Park:

1. Contractor shall provide two Caterpillar Tract-Type D-6 Dozers or equivalent or larger Capacity Dozer (s) and operator (s). Or One Caterpillar Tract-Type D-8T
2. Contractor shall provide one Caterpillar 314 Hydraulic Excavator or equivalent or larger and operator.
3. Contractor shall grade the entire beach from the lowest point to the seawall.

EXHIBIT C

Contract Price

Total contract is not to exceed; \$23,999.84

Payment Terms:

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

Term

This contract shall commence upon approval by Governor and Executive Council, with a completion date of May 24, 2024.

Contractor Initials G.P
Date 4-9-24

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
POWELL ENTERPRISES NH CORPORATION

This is to certify that **POWELL ENTERPRISES NH CORPORATION** is registered in this office as a **New Hampshire Profit Corporation** to transact business in New Hampshire on **2/2/2024 11:26:00 AM**.

Business ID: 953296



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of February A.D. 2024

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

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	POWELL ENTERPRISES NH CORPORATION	Business ID:	953296
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	02/02/2024	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	152 Atlantic Ave, North Hampton, NH, 03862, USA	Mailing Address:	152 Atlantic Ave, North Hampton, NH, 03862, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	N/A
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	Powellenterprisesnh@gmail.com	Phone #:	207-899-5600
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Excavation services.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Garrett Leon Powell Sr. / Director	152 Atlantic Ave, North Hampton, NH, 03862, USA

Page 1 of 1, records 1 to 1 of 1

Corporate Resolution

I, Garrett Powell, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of Powell Enterprises NH Corp. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on April 9, 2024,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Garrett Powell (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of Powell Enterprises NH Corp
(Name of Corporation)
with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein. There are no other managing employees of the company who can sign this verification.

DATED: 4-9-2024

ATTEST: Garrett Powell
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2024

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 TINGLOF INSURANCE PO BOX 3, MERRIMACK, NH 03054	CONTACT NAME: Progressive ROP Service Team	
	PHONE (N.H. Sta. Ext): 1-800-420-7064	FAX (N.H. Sta. Ext):
	E-MAIL: DOPService@progressive.com	
INSURED Powell Enterprises NH Corp 152 ATLANTIC AVE NORTH HAMPTON, NH 03062	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Financial Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 017049565301857802D041124T181125 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.

USER LTR	TYPE OF INSURANCE	ADOL	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowner Policy GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N		PO087308881	04/08/2024	04/08/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIRED EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YR		N/A				EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

State of New Hampshire
 Dept of Natural & Cultural Resources
 172 Parkside 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


Lavoie, Leanne

From: Mussey, Edward
Sent: Thursday, May 2, 2024 8:06 AM
To: Lavoie, Leanne
Subject: FW: Garrett Powell Powell Enterprises Sole Propriator.

Leanne,

Please see statement below from Garrett Powell.

Thank you.

Edward Mussey, Public Works Project Manager I
NH Department of Natural & Cultural Resources
Capital Projects and Maintenance
172 Pembroke Road
Concord, NH 03301
Tel No. 603-271-3973
E-mail: Edward.V.Mussey@dncr.nh.gov
[Website: nhstateparks.org](http://www.nhstateparks.org)
www.linkedin.com/pub/edward-mussey/34/a55/682/

From: Garrett Powell <powellenterprisesme@gmail.com>
Sent: Wednesday, May 1, 2024 10:30 PM
To: Mussey, Edward <Edward.V.Mussey@dncr.nh.gov>
Subject: Garrett Powell Powell Enterprises Sole Propriator.

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello Edward,

This statement is to confirm that my self "Garrett Powell" is the sole proprietor of Powell Enterprises NH Corporation. Therefore being the sole proprietor and not employing any employees currently, this makes me exempt from any workers comp insurance. Please let me know if you need any further information.

Best Regards Garrett Powell.