

35 *SAW*



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

September 9, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Historic Sites, to enter into a contract with Gray & Pape, Inc. (VC #261400), Providence, RI in the amount of \$36,923 for the research and preparation of a Cultural Landscape Report for Livermore Falls State Forest upon Governor and Executive Council approval through December 31, 2014. 100% Agency Income

Funding is available in account titled, Conservation Plate Funds, as follows:

|                                     |                             |                       |
|-------------------------------------|-----------------------------|-----------------------|
| 03-35-35-350010-34050000-048-500226 | Contractual Maintenance B&G | <b><u>FY 2015</u></b> |
|                                     |                             | \$36,923              |

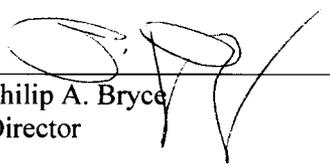
**EXPLANATION**

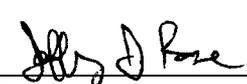
This contract for a Cultural Landscape Report at Livermore Falls State Forest will comply with RSA 227-C:9, Directive for the Cooperation in the Protection of Historic Resources, by providing a report of inventory and documentation of significant characteristics and features based on the National Register criteria, a condition assessment of those features, and related site information at Livermore Falls State Forest. The report will also provide recommendations for treatment of the landscape based on site history, existing conditions, enabling legislation, applicable standards, and anticipated future uses for planning.

In June 2014, an invitation to submit proposals to provide consultant services for the research and preparation of a Cultural Landscape Report for Livermore Falls State Forest was advertised on the Department of Administrative Services' and the Division of Parks and Recreation's websites. Additionally, it was advertised on 5 construction industry websites and forwarded to a consultant list maintained by the Division of Historical Resources. Three (3) proposals were received on July 23, 2014. A selection committee comprised of members from the Division of Parks and Recreation and the Division of Historical Resources evaluated and scored the proposals based on criteria indicated in the solicitation and recommended contracting with Gray & Pape, Inc. as they received the highest overall score. A list of the Selection Committee Members and a summary of the scoring is included for your review.

Submitted by,

Concurred by,

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

PAB/JJR/jl



**\*\* Selection Committee Members \*\***

Nadine Peterson, Preservation Planner  
Dept. of Cultural Resources - Division of Historical Resources

Edna Feighner, Archaeologist and Review & Compliance Coordinator  
Dept. of Cultural Resources - Division of Historical Resources

Benjamin Wilson, Chief  
DRED - Division of Parks and Recreation, Bureau of Historic Sites

Johanna Lyons, State Park Planning and Development Specialist  
DRED - Division of Parks and Recreation

**\*\* RFP - Cultural Landscape Report for Livermore Falls State Forest: July 23, 2014 \*\***

**Consultant: Gray & Pape, Inc. - Providence, RI**

| <b>Committee Member</b> | <b>Survey Cost \$36,923<br/>Max Points (20)</b> | <b>Study Approach<br/>Max Points (30)</b> | <b>Q &amp; E<br/>Max Points (50)</b> | <b>TOTAL</b> |
|-------------------------|---|---|--------------------------------------|--------------|
| Nadine Peterson         | 5   | 25  | 45                                   | 75           |
| Edna Feighner           | 5   | 25  | 40                                   | 70           |
| Benjamin Wilson         | 5   | 25  | 40                                   | 70           |
| Johanna Lyons           | 5   | 25  | 45                                   | 75           |
| <b>Grand Total:</b>     |   |   |                                      | 290          |

**Consultant: Cultural Resource Management Services - Portsmouth, NH**

| <b>Committee Member</b> | <b>Survey Cost \$38,000<br/>Max Points (20)</b> | <b>Study Approach<br/>Max Points (30)</b> | <b>Q &amp; E<br/>Max Points (50)</b> | <b>TOTAL</b> |
|-------------------------|---|---|--------------------------------------|--------------|
| Nadine Peterson         | 5   | 25  | 40                                   | 70           |
| Edna Feighner           | 5   | 20  | 25                                   | 50           |
| Benjamin Wilson         | 5   | 25  | 35                                   | 65           |
| Johanna Lyons           | 5   | 20  | 40                                   | 65           |
| <b>Grand Total:</b>     |   |   |                                      | 250          |

**Consultant: Northeast Archaeological Research Center, Inc. - Farmington, ME**

| <b>Committee Member</b> | <b>Survey Cost \$9,775<br/>Max Points (20)</b> | <b>Study Approach<br/>Max Points (30)</b> | <b>Q &amp; E<br/>Max Points (50)</b> | <b>TOTAL</b> |
|-------------------------|--|---|--------------------------------------|--------------|
| Nadine Peterson         | 20   | 25  | 35                                   | 80           |
| Edna Feighner           | 20   | 25  | 30                                   | 75           |
| Benjamin Wilson         | 20   | 15  | 25                                   | 60           |
| Johanna Lyons           | 20   | 10  | 25                                   | 55           |
| <b>Grand Total:</b>     |  |   |                                      | <b>270</b>   |

**NOTES:**

The Selection Committee recommends contracting with Gray & Pape, Inc. based on the highest overall score. Cultural Resource Management Services did not submit an example of a work product which was requested in the RFP nor was their proposal clear on how they would approach this landscape scale project. And while the survey cost submitted by Northeast Archaeological Research Center, Inc. was the lowest, they did not have an Architectural Historian on the project team which ranked them low in Qualifications and Experience (Q & E).

Subject: Livermore Falls State Forest Cultural Landscape Report

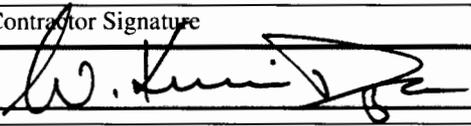
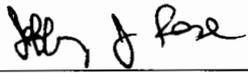
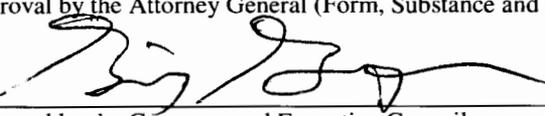
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |   |
|--|--|---|---|
| 1.1 State Agency Name<br><u>DRED - Division of Parks and Recreation</u>  |  | 1.2 State Agency Address<br><u>PO Box 1856, Concord, NH 03302-1856</u>  |   |
| 1.3 Contractor Name<br><u>Gray &amp; Pape, Inc.</u>  |  | 1.4 Contractor Address<br><u>60 Valley St., Suite 103, Providence RI 02909</u>  |   |
| 1.5 Contractor Phone Number<br><u>401-273-9900</u>   | 1.6 Account Number<br><u>34050000-048-500226</u> | 1.7 Completion Date<br><u>December 31, 2014</u>   | 1.8 Price Limitation<br><u>\$36,923</u> |
| 1.9 Contracting Officer for State Agency<br><u>Benjamin Wilson, Chief, Bureau of Historic Sites</u>  |  | 1.10 State Agency Telephone Number<br><u>603-271-3556</u>   |   |
| 1.11 Contractor Signature<br>   |  | 1.12 Name and Title of Contractor Signatory<br><u>Kevin Pape, President</u>   |   |
| 1.13 Acknowledgement: State of <u>OHIO</u> , County of <u>HAMILTON</u><br>On <u>9/5/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |   |   |
| 1.13.1 Signature of Notary or Justice of the Peace<br>  |  | Signature of Signatory<br> <u>9/05/14</u> |   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Jennifer Washington, Notary</u>  |  |   |   |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br><u>Jeffrey J. Rose, Commissioner</u>   |   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: <u>N/A</u> Director, On:  |  |   |   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>10/24/14</u>   |  |   |   |
| 1.18 Approval by the Governor and Executive Council<br>By: On:   |  |   |   |

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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.

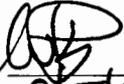
**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials:   
Date: 9/5/14

**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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.**

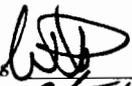
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials   
Date 9/5/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
BUREAU OF HISTORIC SITES**

**Cultural Landscape Report for Livermore Falls State Forest**

**EXHIBIT A**

**Summary of Services**

The consultant shall provide the State with a Cultural Landscape Report for Livermore Falls State Forest according to and as indicated by the Department's bid proposal solicitation ("Cultural Landscape Report for Livermore Falls State Forest" dated June 2014), a copy of which the consultant acknowledges receipt of, and the following scope of work:

1. Conduct a historic resource study to include the development history, evolution, and existing conditions of the landscape;
2. Provide the Division of Parks and Recreation a Phase IA Archeological Sensitivity Assessment prepared in accordance with the guidance of the NH Division of Historical Resources;
3. Define the values and associations that make the landscape historically significant;
4. Provide information for management decisions and actions;
5. Provide information on compliance with preservation law and maintenance;
6. Evaluate its integrity and define appropriate National Register Boundaries; and
7. Provide two print copies with original photographs and one electronic file copy of the final report; content as follows:

**Part 1 - Site History, Existing Conditions, Analysis and Evaluation:**

- A. **Site History:** Includes a narrative history of the landscape describing, as appropriate, the historic context, design intent, primary design principles, key developments, physical relationships, patterns, features, and important individuals or events; and a historical base map/period plan for each significant historic period.
- B. **Existing Conditions:** Includes a definition of site boundaries, an accurate site map, and a brief description of current resources, primary features, access and site use.
- C. **Analysis and Evaluation:** Includes an inventory and documentation of significant characteristics and features based on National Register criteria, a condition assessment of those features, and related site information.

**Part 2 – Treatment:** Recommendations for treatment of the landscape based on the site history, existing conditions, and analysis; enabling legislation; applicable standards; and the proposed use as defined in planning documents.

**EXHIBIT B**

**Contract Price / Price Limitation / Payment**

Payment will be on a monthly basis in proportion to the work completed. Total contract not to exceed: \$36,923.

**EXHIBIT C**

**Special Provisions**

There are no special or additional provisions to this contract.

Contractor Initials  
Date

  
9/5/14

# 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 Gray & Pape, Inc., a(n) Ohio corporation, is authorized to transact business in New Hampshire and qualified on August 14, 2014. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of October, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Jerilyn G. Miller (Corporation with Seal)  
Vice President of the  
(Corporation Representative Name) (Corporation Representative Title)  
Gray & Pape, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Vice President of the  
(Corporation Representative Title)  
Gray & Pape, Inc., a Ohio corporation (the "Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

21 day of October, 20 14, which meeting was duly held in accordance with

Ohio law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain Cultural Resource Management services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

W. Kevin Pape President Name

Jerilyn G. Miller Vice President Name

Chris Gino Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the  
Vice President

(Title)  
of the Corporation and have affixed its corporate seal this 21 day of October, 2014.

[Signature] Vice-President  
(Title)

(Seal)

STATE OF Ohio

COUNTY OF Hamilton

On this the \_\_\_ day of \_\_\_, 20\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared Jerilyn G. Miller, who acknowledge her/himself to be the

Vice President, of Gray & Pape, Inc., a corporation, and that she/he, as

(Title) (Name of Corporation)  
such Vice President being authorized to do so, executed the foregoing instrument for the  
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as  
Jerilyn G. Miller

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[Signature]  
Notary Public/Justice of the Peace

My Commission expires: 10/15/18



Jennifer R. Weston  
Notary Public, Ohio  
My Commission Expires 10-15-2018



**Workers Compensation Policies:**

WC 1811819-13 - Applies to the following states: NY, KY, NJ, PA, RI, VA &  
IN

WC 1919929 - Applies to the following states: MA, AL