

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

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David J. Mikolaitics, Brigadier General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

August 8, 2018

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with Northeast Archaeology Research Center, Inc. (vc #260841), 382 Fairbanks Road, Farmington, Maine 04938, in an amount not to exceed \$250,000.00, for the purpose of a Cultural Resources Services contract for the period of Governor and Council approval through December 31, 2021. **100% Federal Funds.**

Funds are available in the SFY 2019 operating budget and contingent upon availability and continued appropriations in SFY 2020, SFY 2021, and SFY 2022, with the authority to adjust between fiscal years, through Budget Office, if needed and justified.

02-12-12-120010-22620000 – ADJUTANT GENERAL – ARNG Environmental Resources
102 - 500731 – Contracts for Program Services

| <u>FY 2019</u> | <u>FY 2020</u> | <u>FY 2021</u> | <u>FY 2022</u> | <u>Total</u> |
|----------------|----------------|----------------|----------------|--------------|
| \$100,000.00 | \$75,000.00 | \$50,000.00 | \$25,000.00 | \$250,000.00 |

EXPLANATION

This proposed contract is to provide for various cultural resources services to include Phase 1A/1B archaeological surveys, historic building surveys, historic property monitoring, Native American consultation meeting (coordination and facilitation), geographic information systems data development and various other cultural resources services.

The chosen vendor was identified by placing a legal notice in the Union Leader on July 3, 5 and 6, 2018, and by distributing 13 requests for proposals. The Adjutant General's Department received three (3) proposals. The proposals were evaluated by three (3) members of the Environmental Staff of the Adjutant General's Department using the evaluation criteria described in the Request for Proposals. Northeast Archaeology Research Center, Inc. was determined to provide the Best Value based on the evaluation criteria, the level of effort to be


His Excellency Governor Christopher T. Sununu
and the Honorable Council
Page 2

expended for the cost proposed, and scored the highest of the three (3) qualified cost proposals that were received.

The federal funds to pay for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. Funds are available for this Agreement in Federal Fiscal year 2018. Execution under this Agreement for future year activities is subject to the availability of federal funding. In the event that federal funds are not available, general funds will not be requested to support this program..

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully submitted,



David J. Mikolaities
Brigadier General
The Adjutant General



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David J. Mikolaities, Brigadier General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Stephanie L. Mitender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

NGNH-FMO-ENV

July 23, 2018

Memorandum for the Record

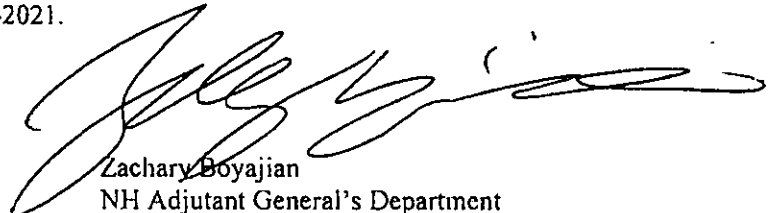
Subject: Cultural Resources Services 2018-2021 Request for Proposal Received, Evaluation and Decision

The following companies submitted written proposals by 4:00 p.m. on July 16, 2018. The packages were evaluated and ranked in accordance with the proposal evaluation procedure by Eileen Chabot, Zachary Boyajian, Samantha Savory. Details of the proposal evaluation ratings are contained on the attached Cultural Resources Services Proposal Evaluation Summary dated July 23, 2018.

| | |
|---|-------------------------------|
| Northeast Archaeological Research Center Inc. | Proposal Rating 190, Ranked 1 |
| Gray & Pape, Inc. | Proposal Rating 182, Ranked 2 |
| AECOM Technical Services Inc. | Proposal Rating 178, Ranked 3 |

The Adjutant General Department also considered the cost of the specific cost proposal requested and labor rates provided. Northeast Archaeological Research Center also provided the most cost effective cost proposal and competitive labor rates.

Based on the number 1 ranking and low cost Northeast Archaeological Research Center is being chosen to provide Cultural Research Services 2018-2021.



Zachary Boyajian
NH Adjutant General's Department
State Environmental Supervisor

Cultural Resources Services Proposal Evaluation Summary July 23, 2018

| Company | Boyajian | Chabot | Savory | Totals | Stafford Phase 1B (See Note) | Consulation Meeting | Historic Building Survey | Historic Property Monitoring Stafford |
|---|----------|--------|--------|--------|---------------------------------|------------------------|--------------------------------|--|
| AECOM Technical Services Inc. | 64.00 | 57.00 | 57.00 | 178.00 | 30,161.65 | | | |
| Northeast Archaeological Research Center Inc. | 61.00 | 66.00 | 63.00 | 190.00 | 17,421.00 | 8,366.64 | | 2,950.00 |
| Gray & Pape Inc. | 62.00 | 61.00 | 59.00 | 182.00 | 22,238.00 | 16,899.00 | 6,525.00 | |

Note: The Stafford phase 1B cost proposal is the only required and to be used in evaluating costs

59483

ADJ. GEN OFFICE

Notices/Classified

Legal Notice

PUBLIC NOTICE

Request for Proposals
The State of New Hampshire, Adjutant General's Department is soliciting proposals for a fixed cost indefinite deliverable cultural resources services contract. Specifications about the cultural resources services to be provided and the proposal requirements may be obtained at the NH Adjutant General's Department Jeanette Patten at (603) 227-5094 or Jeanette.Patten@nh.gov. Written or electronic proposals must be submitted to the Adjutant General's Department no later than 4:00 p.m. on Monday July 16, 2018. (UL - July 9, 5, 6)

A TRUE COPY ATTEST:
Dated: June 20, 2018
Lori Anne Hensei, Clerk of Court
P.O. Box 1789
Kingston, New Hampshire
03848-0789
Tel: (855) 212-1234
(UL - June 28, July 5)

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Allen Perkins and Becky Perkins to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for Taylor Bean & Whitaker Mortgage Corp. dated March 10, 2006 and recorded with the Strafford County Registry of Deeds in Book 3345, Page 0732, as affected by Loan Modification Agreement as recorded in said Deeds in Book 3635, Page 1370 of which mortgage U.S. Bank National Association, as Trustee for TBW Mortgage-Backed Pass-Through Certificates, Series 2006-3 is the present holder by assignment for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 18 Oakridge Drive aka 19 Oak Ridge Drive, Somersworth, New Hampshire will be sold at a Public Auction at 2:00 PM on August 2, 2018, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises. A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA during regular business hours. For mortgagor's title, see deed recorded with the Strafford County Registry of Deeds in Book 2821, Page 237. NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. THE AGENTS FOR SERVICE OF PROCESS ARE: U.S. BANK NATIONAL ASSOCIATION, As Trustee For TBW Mortgage-Backed Pass-Through Certificates, Series 2006-3, 425 Walnut Street, Cincinnati, OH 45202 (Mortgagee). OCVEN LOAN SERVICING, LLC, C/O CORPORATION SERVICE COMPANY, 10 Ferry Street, Suite 313, Concord, NH 03301 (Mortgagee Servicer). You can contact the New Hampshire Banking Department at 53 Regional Drive #200, Concord, NH 03301 Tel (603) 271-3561 and by

Legal Notice

STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES AIR RESOURCES DIVISION CONCORD, NEW HAMPSHIRE NOTICE OF PERMIT REVIEW PUBLIC HEARING AND COMMENT PERIOD

Pursuant to the New Hampshire Code of Administrative Rules, Env-A 621.02, notice is hereby given that the Director of the New Hampshire Department of Environmental Services, Air Resources Division (Director) has received an application for a state permit to operate from and based on the information received to date, intends to issue such permit to:

Tyco Electronics Integrated Cable Systems LLC
100 Piscataqua Drive
Newington, New Hampshire
For the Following Devices:
Three (3) Boilers

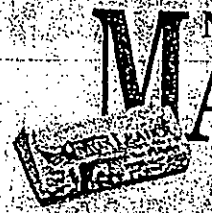
The application and draft permit are on file with the Director, New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. (603) 271-1370. Information may be reviewed at the office during working hours from 8 a.m. to 4 p.m., Monday through Friday. Additional information may also be obtained by contacting Sheila Rydel at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06 and received no later than Monday, August 6, 2018, shall be considered by the Director in making a final decision.

Craig A. Wright
Director
Air Resources Division

(UL - July 5)

Legal Notice

THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH NH CIRCUIT COURT Rockingham County 10th Circuit-Probate Division Brentwood



Announcements 1-20

Lost & Found 9

LOST PASSPORT IN Manchester. If found please contact Saad Ahmad. Sood's Passport #A6436762. Issue Date: 8/15/2012. Expiration Date: 8/15/2020. Call 603-858-4401.

Automotive 21-74

Autos 21

- 08 MERCEDES 200C Sport, 6 spd, black, exc cond Int'l, \$8000. Call 603-440-5793.
2007 Toyota Solara SLE Convertible, New, Top! 143,400 Miles, \$6,100 Call 568-1700.
'66 MUSTANG: show qual, new paint, exhaust thru valance approx \$24.5k, \$5500 or BO: 603-661-3853.
'95 VW GLX VW PASSAT: Wolfsburg Edt, 101K, many new parts, 4 Dr, dr. auto, black, \$2,995. 603-718-3056.
Banks Chevy/Cadillac/GMC "We Treat You Right" 1.800.439.4262 Banksautos.com
Berlin City Ford/Chevy/Toyota Sm town Yel NH's Lrgst Dealer 603-752-6644
BOB MARIANO bobmario@a.com CHRYSLER JEEP DODGE CONCORD 228-1345
CONCORD NISSAN 175 Manchester St, Conc, 1-888-224-1300 www.concordnissan.com
FORD OF LONDON/DERRY ROUTE 102 434-4141
SEACOAST VW Corner of Ocean Rd. & Rt. 33

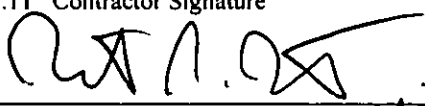
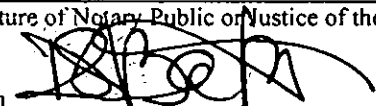
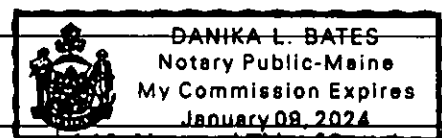
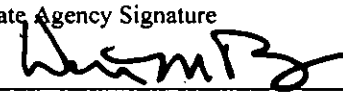
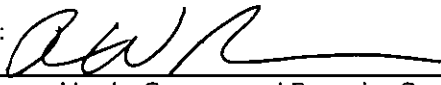
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|---|--|--------------------------------------|
| 1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT | | 1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301 | |
| 1.3 Contractor Name Northeast Archaeology Research Center, Inc. | | 1.4 Contractor Address 382 Fairbanks Road, Farmington, ME 04938 | |
| 1.5 Contractor Phone Number (207) 860-4032 | 1.6 Account Number 010-012-2262-102-500731 | 1.7 Completion Date December 31, 2021 | 1.8 Price Limitation \$250,000.00 |
| 1.9 Contracting Officer for State Agency Warren M. Perry, Deputy Adjutant General | | 1.10 State Agency Telephone Number (603) 225-1361 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Robert N. Bartone, President | |
| 1.13 Acknowledgement: State of <u>MAINE</u> , County of <u>FRANKLIN</u> On <u>7/30/2018</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 Public or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace DANIKA L. BATES Notary Public-Maine My Commission Expires January 09, 2024 | |  | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Deputy Adjutant General | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/14/18</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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
THE ADJUTANT GENERAL'S DEPARTMENT**

**P37 AGREEMENT
EXHIBIT A: THE SERVICES**

SUBJECT: Cultural Resources Services 2018-2021

1.0 GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Cultural Resources Services as further specified and as may be requested in future years.

1.1 BACKGROUND

The NH Adjutant General's Department (TAG) has Readiness Centers and Field Maintenance Shops (throughout the state); and the State Military Reservation, the Army Aviation Support Facility (both in Concord); the Edward Cross Training Complex (ECTC) (in Pembroke), the New Hampshire National Guard Training Site (in Center Strafford) in its real property inventory. Other properties are being acquired and considered for the construction of future New Hampshire Army National Guard (NHARNG) facilities. To date, TAG has conducted Phase 1A archaeological surveys on most of the existing properties in its real property inventory, and Phase 1B and Phase II Determination of Eligibility (DOE) archaeological surveys have also been conducted on those properties determined to be archaeologically sensitive. A number of prehistoric and historic archaeological sites have been identified and recorded with the New Hampshire Division of Historic Resources (NHDHR) as a result of these surveys.

1.2 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

2.0 LIST OF PROJECT TYPES

1. Phase 1A/1B archaeological surveys

The TAG expects to have archaeological surveys performed on several properties during the term of this contract (2018-2021). Phase 1A archaeological surveys will be conducted as needed to determine if there are any archaeologically sensitive resources located on new properties that have been purchased by TAG. Phase 1B surveys will be conducted on those properties that have been determined to have archaeological sensitivity. A Statement of Work (SOW) for one of these archaeological surveys is provided in **Appendix A**.

2. Facilitation/Coordination of Native American Tribal Consultation meetings

TAG has been consulting with the Penobscot Nation since 2010, and the Aroostook Band of Micmacs since 2013. The THPOs for these 2 tribes must be contacted as early as possible once a Section 106 undertaking has been identified. The Contractor will provide services to arrange, facilitate and coordinate a Native American Tribal Consultation meeting. A SOW for such coordination is provided in **Appendix B**.

3. Historic Building Surveys

TAG currently owns properties throughout the state with buildings that are approaching 50 years of age; and may purchase new property in the future that may contain building(s) of such age. In compliance with 36 CFR 800.4 (c)(2) and New Hampshire RSA 227-C:9, TAG is required to take into account the effects of undertakings (projects) on historic resources. Accordingly, a Historic Building Survey and evaluation of the above-referenced buildings must be completed to determine if they possess sufficient historic integrity to convey significance and associations that would make them eligible for nomination and/or listing on the National Register of Historic Places (NRHP), through application of the NRHP criteria in 36 CFR 60.4. A SOW for this survey provided in **Appendix C**.

4. Historic Property Monitoring

TAG has two recorded archaeological sites where historic property monitoring will be required. It may also be necessary to monitor future undertakings (projects) that have the potential to impact TAG historic properties. All monitoring activities must be conducted under the direct supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualification Standards for Archaeology. A SOW for a project where this service is required is provided in **Appendix D**.

5. Geographic Information System (GIS) Data Development

The TAG requires development of GIS data to support archaeological services. All GIS data developed shall be delivered with the following specifications:

Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile

Projection – NH State Plane Feet 2800

Datum – NAD 83

Metadata that is Federal Geographic Data Committee (FGDC) compliant

Spatial accuracy requirements: Minimum of 1.0m accuracy is required

6. Other Cultural Resources Services

Periodically, the TAG has requirements for other Cultural Resources Services, such as but not limited to), possible Phase II Determination of Eligibility (DOE) Surveys, Cultural items inventory, and preparing a 5-yr update of the NHARNG Integrated Cultural Resources Management Plan (ICRMP) using a template prescribed by the National Guard Bureau (NGB). The TAG would provide the Contractor with the latest draft of the ICRMP that needs to be updated.

3.0 PROJECT IDENTIFICATION, COST AND EXECUTION PROCEDURES:

TAG anticipates that one (1) to four (4) projects may need to be executed in each year from 2018 through 2021. Identification, cost and execution of those projects will follow the specification below.

1. TAG Primary Contact shall determine project needs and develop a Scope of Work (SOW), or work with the Contractor to develop a SOW. The SOW shall include at a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The Contractor shall prepare a cost proposal for each project requested.
3. TAG will technically evaluate the cost proposal and determine its reasonableness. If the proposal is determined to be reasonable, the TAG will issue a Notice To Proceed. If the project cost proposal is determined to be unreasonable, TAG will request a modified cost proposal from the Contractor with justification. Once an agreed upon cost proposal is established, TAG will issue a Notice to Proceed memorandum. The Notice to Proceed will include copies of the approved project SOW and cost proposal.
4. TAG Primary Contact and the Contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed and confirmation of expected deliverables.
5. TAG Primary Contact may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project tasks that were completed, funds spent, a general outline of work to be completed in the coming month and any issues that need to be addressed.
6. The Contractor will complete the projects to the specifications established above or further specified in accordance with the project SOW, as determined by the TAG Primary Contact.

4.0 PERIOD OF PERFORMANCE

The period of performance will be from the date of Governor and Executive Council approval (expected September 2018) through December 31, 2021.

5.0 TAG PRIMARY CONTACT

The TAG Primary Contact will be Eileen F. Chabot, NHARNG Cultural Resources Program Manager:

New Hampshire Adjutant General's Department
NGNH-FMO-ENV (ATTN: Eileen F. Chabot)
1 Minuteman Way
Concord, NH 03301-5607
(603) 225-1211
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**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**CULTURAL RESOURCES SERVICES
EXHIBIT A – APPENDIX A
SCOPE OF WORK
(To be used for specific cost proposal in RFP)**

**SUBJECT: Phase 1B Intensive Archaeological Survey – NH National Guard Training Site
– Proposed Site Improvements - 1079 Parker Mountain Road, Strafford, NH**

1.0 GENERAL INFORMATION:

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Archaeological Surveys as specified below.

1.1 BACKGROUND:

A Phase 1B Intensive Archaeological Investigation shall be performed on approximately 5.2 acres of land within the lower southern cantonment area of the 104.72 acre New Hampshire National Guard Training Site ("NHNGTS") property in Strafford, NH.

This Phase 1B archaeological survey is needed to determine if there are any archaeological resources and/or sensitivity present within the areas of proposed site improvements within the lower southern cantonment area of the NHNGTS property.

There have been multiple archaeological surveys previously conducted at the NHNGTS, including a Phase 1A Planning Level Survey in 1999, Phase 1B intensive surveys in 2002, 2013 and 2016, and Phase II testing in 2013 and 2014, including at Native American Site 27-ST-0047/0048 which is located in the northeastern portion of the property. Of these surveys, three (3) were conducted in the southern tier of the NHNGTS, which are summarized below.

In 2016, New England Archaeology Research Center (NE ARC) completed a Phase 1B survey within two areas in a 3.8 acre area in the southwestern portion of the NHNGTS property, previously designated "Area A" (for a proposed running track), and a 2.4 acre area, previously designated "Area B" (for a proposed obstacle course with associated drainage improvements). No Native American artifacts and no significant historic Euroamerican artifacts were recovered from a total of 113 STPs, six bucket auger tests, and 12 excavation units. In 2012, Independent Archaeological Consulting (LLC (IAC) completed a Phase 1B intensive Archeological survey of a portion of the "Parade Ground" and temporary "Meteorological Tower" located within the southern tier of the NHNGTS near Building 8. The field work conducted yielded on positive STP with combined Euroamerican and Pre-Contact artifacts and one positive Pre-Contact STP (Tr 5-10) which was bracketed and resulted in one Euroamerican positive STP, but all other STPs were negative. There was only one previous archaeological survey (conducted by Stewart-Smith et al) in 1999 in the front (lower southern) portion of the cantonment area of the NHNGTS, in the area of the campus located south, southeast and southwest of the Administration Building (Building 1).

A Phase 1A Archaeological Planning Level Survey was conducted on the NHNGTS property in April, 1999 under Section 110 of the National Historic Preservation Act by David Stewart-Smith, PhD, Lynn Clark, MA and Wesley R. Stinson, all of The Sargent Museum of Archaeology and Anthropology. A visual inspection (walkover survey) was conducted, along with a limited number of shovel test pits (STPs) to identify areas of possible disturbance. Three STPs (CH 1-CH 3), were placed around the southern portion of the remains of a former house foundation, which would have been part of a house overlooking Route 126, adjacent to the Lower Foss Hall because "[d]uring the background research plans for Lower Foss Hall were discovered to show an adjacent cellar hole which was filled with gravel after a septic tank was installed within the confines of the foundation stones. The location of this foundation was evident during the walkover, as indicated by a berm area just in front and to the southeast of Lower Foss Hall (Figure 7)." (Stewart-Smith et al, 1999). The report noted that in the event any major construction is planned near this house site in front of Lower Foss Hall, a Phase 1B archaeology survey should be completed and a determination should be made as to the condition of the foundation.

1.2 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

1.3 HISTORICAL CONTEXT

The location of the NHNGTS was previously known as the Austin-Cate Academy. The Austin-Cate Academy was originally founded in 1833 as Strafford Union Academy, and renamed "The Strafford Seminary" in 1848. In 1866, the school name was changed to Austin Academy after Reverend Austin bequeathed \$5,000 to the school. In approximately 1895, George N. Cate, a former student, purchased the property from the George W. Foss family, which had originally used the property for farming and agriculture. At the time the academy acquired the property, it contained one major building, the former George Washington Foss Farmhouse, which was later converted to a boy's dormitory. Cate donated \$20,000 for the construction of a new academy building, then left a bequest of an additional \$200,000 to the school, which enabled the Academy to erect new buildings. The main classroom building, a wood-framed, two and one half story, cross-gabled block building with a cupola, was completed in 1902. In 1905, the school was renamed Austin-Cate Academy, and became the Town of Strafford's approved high school (Foss et al. 1995). A girl's dormitory was erected in 1914 to house 30 girls (Austin-Cate Academy, 1918). In the early 1930's, two fires at the school destroyed the main academy building (Cate Hall) and the wood-framed girl's dormitory. The Academy retained Dover architect J. Edward Richardson to design the two replacement buildings: Thomas Hall (in 1931) and the Administration Building (in 1933). Austin-Cate Academy served as a non-profit corporation headed by a board of 15 trustees until 1981, at which time the school was permanently closed.

In the 1960's, additional buildings were constructed at the school, designed by Irving W. Hershey, who was chief architect for the post World War II armories (current Readiness Centers) for the New Hampshire Army National Guard. Hershey designed a gymnasium addition to the Administration Building which was constructed in 1960, and three single story

dormitories (Lower Foss Hall (1963), McLean Hall (1965), and Upper Foss Hall (1969); and a dining hall and recreation building (1969).

In 1985, the State of New Hampshire purchased the Austin-Cate property, 104 acres and existing buildings, for the New Hampshire National Guard (NHNG). Renovations, repairs and facility upgrades were conducted in federal fiscal years 1986 and 1987, and on October 3, 1987, the New Hampshire Military Academy relocated from Concord to the NHNGTS in Strafford. The newly-opened NHNGTS facility also served as a maneuver training area for units and soldiers of NHNG.

There have been many renovations since the State of New Hampshire took possession of the NHNGTS property in 1985, but to date, there have been very few improvements to the front 5.0 +/- acres of the lower front southern tier of the property.

1.4 NATIVE AMERICAN HISTORICAL CONTEXT

Two Native American archaeological sites are currently recorded for the NHNGTS property: 27-ST-0047 and 27-ST-0048; and a Native American Isolated Find (Test Area "D"); all discovered in November, 2002 by IAC in their Phase 1B Planning Level Survey (IAC, 2003).

The Northeast Archaeology Research Center, Inc. (NE ARC) conducted an archaeological Phase II Determination of Eligibility (DOE) of Native American archaeological sites 27-ST-0047 and 27-ST-0048 on the northern portion of the 104-acre NHNGTS property from September 9-25, 2014, in accordance with Sections 106 and 110 of the NHPA. The 2 archaeological sites are located on a low ridge above wetlands which ultimately drain to the Isinglass River.

NE ARC concluded that the archaeological remains represent three distinct activity loci of a single site, which would be defined as "27-ST-0047/0048", and that the site is eligible for listing in the National Register of Historic Places under *Criterion D*. The New Hampshire Division of Historical Resources (NH DHR) conducted a review of the NE ARC draft report dated February 3, 2015 and preliminarily concurred with its findings. They further recommended that the site forms be revised accordingly for a Late Paleo-Indian site with activity areas, rather than the current recordation of 2 separate sites of indeterminate age. According to NH DHR, this site may possibly be one of a few (or possibly the only) definite Late Paleo-Indian sites in New Hampshire.

1.5 GENERAL DESCRIPTION OF PROPERTY AND SOILS:

The NHNGTS property is situated within the Piscataqua and Isinglass River drainage. Lying between 128 and 180 m (420 and 595 ft) above mean sea level (AMSL), the property is 2.0 km (1.2 mi) west of Mohawk River and 4.0 km (2.4 mi) northwest of the Mohawk and Isinglass Rivers confluence. The rectangular 104.72-acre property is bounded by Johnsonboro Road to the north, NH Route 126 (Parker Mountain Road) to the south, and wooded private property to the east and west. The immediate area surrounding the NHNGTS is dominated by features like Bow Lake and the Blue Hills (IAC, 2003). The topography of the existing site has a maximum elevation of approximately 648 and slopes north, south and west to lower elevations of approximately 494, 600 and 632, respectively. The majority of runoff generated during stormwater events on the property flows to an unnamed wetland located in the northeast tier of the property.

National Resource Conservation Service (NRCS) Web Soil Survey maps identify and characterize six different soil types on the NHNGTS property: Gloucester, Paxton, Whitman, Freetown and Swansea mucky peats, Woodbridge, and Leicester-Ridgebury. Dominant map units include Gloucester extremely stony fine sandy loam (8-25 % slopes), Paxton fine sandy loam (3 to 8 percent slopes), Paxton fine sandy loam (0 to 8 percent slopes, very stony), and Paxton fine sandy loam (8 to 15 percent slopes) (NRCS, 2013). The soils present in the southern tier of the property are primarily Paxton series, with Paxton fine sandy

loam, 3 to 8 percent slopes being the sole map unit within the Area of Potential Effects (APE) to be surveyed.

1.6 ARCHEOLOGICAL SURVEY STANDARDS:

The above-referenced archaeological survey services are authorized under Section 110 and 106 of the National Historic Preservation Act (P.L.89-665), as amended, and RSA 227-C: 6, 7 and 9.

Work shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1993), hereafter referenced as Standards. These standards are supplemented by the NH Division of Historical Resources Archaeological Standards and Guidelines (most current version).

All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards (as set forth in 36 CFR Part 61), who shall be responsible for the quality of work. Unless already pre-approved by the NH DHR, appropriate documentation must be submitted for the supervisory archaeologist for NH DHR consideration and approval.

Any artifacts discovered as a result of the this SOW referenced herein are the property of the TAG; and their associated documentation, for curation by the NHDHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8. Contact the State Archaeologist for curation guidelines. The TAG Cultural Resources Manager (CRM) will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Indian Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the course of the fieldwork.

The results of this work will assist the TAG in partially fulfilling its obligation under Section 110 of the National Historic Preservation Act and will enhance the TAG's ability to respond to future Section 106 obligations. The report will also serve as a reference document to guide future professional studies and management decisions, and it will be available through the NHDHR for appropriate scholarly purposes.

All archaeological survey reports submitted to TAG shall meet NHDHR "Archaeology Report Requirements", dated July 2013, located at:
http://www.nh.gov/nhdhr/archaeology_forms_manuals.htm

1.7 EXTERNAL AGENCY COORDINATION:

Prior to the commencement of the Phase 1B Intensive Archaeological Investigation, the TAG will perform the following: 1) coordination with the New Hampshire Fish & Game, New Hampshire Natural Heritage Bureau and (if necessary), the U.S. Fish and Wildlife Service, 2) consultation with the THPO for Penobscot Indian Nation, Archaeology Department of Indian Island, Maine and 3) completion of an Army National Guard Environmental Checklist and Record of Environmental Consideration in compliance with the National Environmental Policy Act (NEPA), 32 CFR Part 651.

1.8 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The TAG requires development of GIS data to support archaeological surveys using ARCGIS. All GIS data developed shall be delivered with the following specifications:

Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile
Projection – NH State Plane Feet 2800
Datum – NAD 83.
Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
Spatial accuracy requirements: Minimum of 1.0m accuracy is required

1.9 PERIOD OF PERFORMANCE

The period of performance will be from the date of the Notice To Proceed through 30 March 2019.

1.10 TAG PRIMARY CONTACT

The TAG Primary Contact will be Eileen F. Chabot, MPH - NHARNG Cultural Resources Program Manager.

New Hampshire Adjutant General's Department
NGNH-FMO-ENV (ATTN: (Eileen F. Chabot, MPH)
1 Minuteman Way
Concord, NH 03301-5607
(603) 225-1211
eileen.f.chabot.nfg@mail.mil

1.11 DELIVERABLES

The Contractor will be fully responsible for the following Deliverables for this Scope of Services, as referenced below: (1) Proposed Investigational Plan – Phase 1B Intensive Archaeological Survey (See **Task 1**), (2) Field Work - Phase 1B Archaeological Survey (See **Task 2**), (3) Draft Report - Phase 1B Intensive Archaeological Survey (See **Task 3**), (4) Draft GIS Data - Phase 1B Intensive Archaeological Survey (See **Task 4**), (5) Final Report - Phase 1B Intensive Archaeological Survey (See **Task 5**), (6) Final GIS Data - Phase 1B Intensive Archaeological Survey (See **Task 6**), (7) Inventory Forms and Artifact Curation - Phase 1B Intensive Archaeological Survey (See **Task 7**)

2.0 PROJECT TASKS

Task 1: Proposed Investigational Plan – Phase 1B Intensive Archaeological Survey

Before commencing any field work, the Contractor will prepare a concise Investigational Plan for the Phase 1B Archaeological Survey, to include the proposed strategy and field methodologies to be employed and a figure illustrating the areas within the property that will be examined during the survey, a short description of the proposed strategy for subsurface testing, a figure depicting the general proposed locations for transects, test areas (if any), shovel test pits (STP), and auger holes, excavations or sampling points and a brief description of how unanticipated conditions (such as a buried A horizon or refusal) will be handled by the project archaeologist in the field.

The proposed Investigational Plan will be provided to the TAG Primary Contact within two (2) weeks of the issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation. The TAG will review and approve the investigational plan within seven (7) business days of receipt, or request that revisions be made by the Contractor prior to conducting any field work. The TAG may consult with the NH DHR in reviewing the proposed Investigational Plan.

Task 2: Field Work - Phase 1B Intensive Archaeological Investigation

All field work for the Phase 1B intensive archaeological investigation survey must conform to the Archaeological Survey Standards to determine if Archaeological Sensitive areas (located within the APE for this survey) that were previously identified in the 1999 Stewart-Smith archaeological survey are to remain sensitive. In addition, the field work shall specifically determine if any Archaeological Sites are present and if the surveyed areas can be cleared for construction, training and other disturbance. Field Work shall include:

- (a) walk-over survey to visually assess environmental characteristics, surface indications of archaeological site presence, and degrees and patterns of prior disturbance; and to determine the location of subsurface testing.
- (b) use of sub-surface testing methods, such as judgmentally placed STPs, to provide confirmation of visual observations and assumptions about areas and degrees of disturbance; and,
- (c) Sufficient sub-surface testing effort to investigate and identify the presence of archaeological resources within the designated areas of sensitivity.
- (d) Collection of GPS coordinates for every STP with a hand held GPS device.

All approved field work shall be completed within one and a half (1.5) months of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation.

Task 3: Prepare A Draft Report - Phase 1B Intensive Archaeological Investigation

The Contractor shall prepare a Draft Report (including an Executive Summary) describing the site, the number of acres that were archaeologically surveyed, a description of all work performed, the results, comments and observations, and recommendations.

The report shall include as a minimum:

- (a) Abstract (a one page Project Summary) which includes the Project Name, Type of survey, Client name, Sponsor Agency, Location, Project Area size (in acres), Expected impacts from associated construction and/or training project, dates of field work, any archaeological sites registered with NHDHR for this survey, findings and recommendations, number of pages, number of maps, and number of figures included in the report
- (b) Introduction
 - sponsor and contract number
 - a figure depicting the existing conditions and existing archaeological sensitivity for the site
 - purpose of research
 - scope of study
 - delineation of study boundaries
 - statement concerning the nature of the study
 - disposition of notes and artifacts

(c) Methodology

- description of information sources utilized
- field methods employed
- methods of analysis and interpretation

(d) Results

- reference to previous background research and site history
- detailed results of Walk-over Survey constraints (e.g. poor ground visibility)
 - observations of micro-environmental variables
 - surface indications of presence of archaeological resources or sites
 - observations/assumptions of disturbance
- detailed results of sub-surface testing constraints
 - sampling strategy and methods (number, types and distribution of tests)
 - analysis of soil profiles and cultural content
- a table which lists each STP, the associated Lat/Long and the result (Positive/Negative)
- description of any archaeological sites identified during survey
- the volume of artifacts collected (in cubic feet) and the records associated with the collection (in linear feet) that are associated with the artifacts requiring curation,
- the number of Native American Graves and Repatriation Act (NAGPRA) cultural items discovered during the survey, including the number of:
 - Section 5 funerary objects,
 - Section 6 unassociated funerary objects,
 - sacred objects,
 - objects of cultural patrimony,
 - non-skeletal cultural items, and
 - clusters of bones
- ARC GIS generated figures for each site depicting any "Test Areas", Shovel Test Pit (STP) locations, and areas remaining archaeologically sensitive (if applicable) on the most currently available aerial image of the affected TAG properties
- recommendations
 - additional survey work /no additional survey work
 - management (e.g. specific restrictions on future activities)

(e) Summary and Conclusions

(f) Bibliography

- include list of personal contacts with addresses, affiliation, and other pertinent information

The report format specifications are as follows:

- (a) Typed single spaced on 8½ x 11 inch good quality bond paper with top and lateral margins of 1 inch and 1½ bottom margin.
- (b) A title page with title and number of the contract, the contracting party, the principal investigator's name and date.
- (c) All references cited and/or used shall be listed in American Antiquity format.
- (d) All Tables, Figures, Maps, photographs, and other graphic presentations shall be 8½ x 11 whenever practicable, easily reproducible by standard photocopying equipment, and in the body of the explanatory text, except for oversized maps and confidential

materials that may be incorporated into a Confidential Appendix at the end of the report.

- (e) All Tables and charts shall have a number, title, explanatory notes and a source note.
- (f) All other graphic presentations (maps, profiles, diagrams, etc.) shall be referred to as "Figures".
- (g) Maps shall have a title block with title and number, project name, location information, north arrow, scale, and key as appropriate. All maps in the report shall be prepared utilizing ARCGIS software containing the GIS data developed as part of the GPS survey and GIS Data development referenced and included in 1.7 (GIS Data Development), **Task 2** (Field Work) and **Task 3** (Prepare a Draft Report).
- h) All archaeological survey reports submitted to TAG shall meet NHDHR "Archaeology Report Requirements", dated July 2013, located at:
http://www.nh.gov/nhdhr/archaeology_forms_manuals.htm

The Contractor will deliver two (2) hard copies of the Draft Report and 1 electronic (Adobe 11.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within two (2) months of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation. TAG will take up to fifteen (15) business days to review and comment on the Draft Report.

Task 4: Draft GIS Data - Phase 1B Intensive Archaeological Investigation

The Contractor shall submit all draft GIS data to TAG Primary Contact for review. GIS data will include all the requirements specified in the General Provision Section of the Services and the specifics provided below. GIS Data will include:

- a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
- b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.
- c) For each STP, the following information will be provided:
 - 1) Site Name
 - 2) Test Area
 - 3) STP #
 - 4) Lat/ Long of STP
 - 5) Results (Positive/ Negative)
- d) For each archaeological sensitive area, the following information will be provided:
 - 1) Site Name
 - 2) Test Area
 - 3) Sensitivity (e.g. High, moderate)

The Draft GIS data for **Task 4** are to be delivered to the TAG Primary Contact within two (2) months of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation. TAG Primary Contact will take up to fifteen (15) days to review and comment on the Draft GIS Data.

Task 5: Prepare Final Report - Phase 1B Intensive Archaeological Investigation

The Contractor will prepare a Final Report including all of the elements referenced in the Draft Report (**Task 3**) and incorporating comments provided by the TAG Primary Contact, an artifact catalog and recommendations for further study. All archaeological survey reports submitted to

TAG shall meet NHDHR "Archaeology Report Requirements", dated July 2013, located at: http://www.nh.gov/nhdhr/archaeology_forms_manuals.htm requirements.

The Contractor will deliver four (4) spiral-bound hard copies of the Final Report with a translucent protective cover sheet and one (1) electronic copy (Adobe 11.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within 14 business days after receipt of the TAG's written comments on the **Task 3** deliverable. TAG Primary Contact will take up to ten (10) business days to review and comment on the Final Report.

TASK 6: Final GIS Data – Phase 1B Intensive Archaeological Investigation

The Contractor will submit final GIS data as specified in **Task 4** to the TAG Primary Contact for review. GIS data will include all the requirements specified in the General Provision Section 1.7 of the Services and **Task 4**, and will incorporate the comments provided by TAG Primary Contact. Final GIS Data will include:

- a) Point Shapefile or Feature Class of all STPs at a minimum of 1 meter accuracy
- b) Polygon Shapefile or Feature Class of remaining archaeological sensitive areas.
- c) For each STP, the following information will be provided:
 - 1) Site Name
 - 2) Test Area
 - 3) STP #
 - 4) Lat/ Long of STP
 - 5) Results (Positive/ Negative)
- d) For each archaeological sensitive area, the following information will be provided:
 - 1) Site Name
 - 2) Test Area
 - 3) Sensitivity (e.g. High, moderate)

The Final GIS data for **Task 6** are to be delivered to the TAG Primary Contact within 14 business days after receipt of the TAG's written comments on the **Task 4** deliverable. TAG Primary Contact will take up to fifteen (15) business days to review and comment on the Final GIS Data.

Task 7: Inventory Forms and Artifact Curation – Phase 1B Intensive Archaeological Investigation

All newly-discovered archaeological sites to be registered with NH DHR must be documented on current NH DHR inventory forms. All previously identified archaeological sites for which there are new data should have revised and updated forms prepared. All forms are to be submitted separate from the survey report. For inventory forms and site numbers, contact the NH State Archaeologist.

All artifacts recovered from the archaeological surveys performed by the Contractor are to be prepared for curation in accordance with guidelines available from the NH State Archaeologist. All artifacts and accompanying documentation must be properly formatted to meet NH DHR requirements and will be delivered to the NH DHR's curation facility at the same time as the Final Report. The Contractor will contact the NH State Archaeologist to make arrangements for delivery.

NH DHR Inventory Forms (for newly discovered archaeological sites) and artifacts are to be delivered to the NH DHR within four (4) months of issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**CULTURAL RESOURCES SERVICES
EXHIBIT A - APPENDIX B
SCOPE OF WORK**

SUBJECT: NATIVE AMERICAN CONSULTATION MEETING

A. GENERAL

The Contractor will provide all equipment, labor and supplies necessary to provide coordination and deliverables for a Native American Consultation meeting to discuss the upcoming Section 106 projects and archaeological surveys on New Hampshire Army National Guard properties. This meeting will be conducted with two federally-recognized tribes, Penobscot Nation and the Aroostook Band of Micmacs, in support of the New Hampshire National Guard Cultural Resources program.

B. REQUIREMENTS

Native American consultation ensures compliance with regulations and laws as required by the National Historic Preservation Act (NHPA) of 1966; the Archeological and Historical Preservation Act of 1974 (PL 93-291); the Advisory Council on Historic Preservation "Regulation for the Protection of Historic Properties" (36 CFR Part 800); The American Indian Religious Freedom Act (AIRFA), and Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001 et seq., and 43 CFR 10).

C. TASKS

The Contractor will complete the following tasks for the meeting to discuss upcoming Section 106 projects and archaeological surveys to be conducted on NHARNG properties.

TASK 1: COORDINATE TRAVEL ARRANGEMENTS FOR 2 TRIBAL REPRESENTATIVES (THPOS)

The Contractor will fully coordinate arrangements and oversee expenses for travel (lodging, mileage, and per diem) for representatives of two (2) affiliated tribes, not to exceed 1 person per tribe (Tribal Historic Preservation Officer – (THPO)) to attend the Native American Consultation meeting, (not to exceed two days). A tentative Agenda is attached (**Appendix A**). The two THPOs represent the Penobscot Nation and the Aroostook Band of Micmacs. The Contractor will ensure that travel expenses (lodging, mileage, and per diem) for the two THPOs are proposed and reimbursed in accordance with the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR) prescribed by the General Services Administration (GSA); and shall not exceed those rates. In order for the Contractor to receive payment for completion of this Task, the Contractor must provide documented financial accounting (as determined

acceptable by the TAG POC) that sufficiently demonstrates proof that the two THPOs were provided reimbursement in compliance with the requirements set forth in this Task.

TASK 2: FACILITATE NATIVE AMERICAN CONSULTATION MEETING

The Contractor will provide a Facilitator who will be in attendance at the Native American Consultation meeting, which will also be attended by TAG representatives (including the NHARNG Cultural Resources Program Manager), NHARNG representatives, the NH Air Guard Environmental Program Manager, and the two THPOs. Representatives from the NH Division of Historical Resources (NH DHR) shall also be invited to participate. The Contractor will ensure that the Facilitator provides guidelines for conduct at the meeting, motivates group discussions, assists with building consensus, manages conflict, and maintains the consultation focus throughout the meeting. The tentative meeting agenda (**APPENDIX A**) is intended to be specific, but must remain flexible, addressing concerns as they arise, while keeping the overall flow and objectives clear. This agenda should be viewed as an overall plan for continuous exchange of information while moving toward the meeting goals. Information that is shared at the consultation meeting shall be treated by the Contractor as confidential. Openness and attentiveness are expected and appropriate and respectful behaviors during the meeting. No photographs may be taken during the meeting unless specific permission is granted by the THPO, the NHARNG and meeting participants. The consultation process is a way to open communication channels, and expressing an interest in tribal traditions can begin to break down any existing cultural barriers. Historical events are sometimes presented by a tribal representative during introductions or private conversations, and are relayed from the tribe's own perspective, often as a means of establishing trust. The factual basis of such statements made by tribal representatives during the meeting shall not be challenged by the Contractor.

TASK 3: PREPARE AND SUBMIT DRAFT AND FINAL MINUTES OF THE NATIVE AMERICAN CONSULTATION MEETING

The Contractor will provide preparation and submission of an overview of the Native American Consultation meeting, including transcribed minutes and a summary (abstract) of the transcription. The minutes must include any verbal or written comments and recommendations made regarding any Draft documents that were presented at the meeting.

The Contractor will deliver four (4) electronic copies (in MS Word, with Tables in MS Excel) on CD-ROM and four (4) hard copies of the Draft Minutes for review by all meeting participants. The Draft Minutes deliverable will be submitted to the TAG POC within 7 business days following completion of the Native American Consultation meeting.

Within 30 days of receipt of the Draft Minutes deliverable, the TAG POC will submit written comments to the Contractor within the electronic copy (in MS Word, with Tables in MS Excel) of the Draft Minutes. Within 30 calendar days of receipt of the written comments, and prior to submitting the Final Minutes, the Contractor must provide a written explanation to the TAG POC if any discrepancies exist with the above-referenced

comments. The TAG POC will review the written discrepancies and work to resolve them with the Contractor within 15 days of receipt.

The Contractor will deliver four (4) electronic copies (in MS Word, with Tables in MS Excel) on CD-ROM and four (4) hard copies of the Final Minutes. The Final Minutes deliverable will be submitted to the TAG POC within 10 business days following the resolution of any written discrepancies in the TAG comments provided on the Draft Minutes.

D. NH ADJUTANT GENERAL'S DEPARTMENT (TAG) POINT OF CONTACT

Point of Contact: Eileen F. Chabot, Cultural Resources Program Manager, TAG

Mailing Address:

NH Adjutant General's Department
NGNH-FMO-ENV (ATTN: Eileen F. Chabot, MPH)
1 Minuteman Way,
Concord NH 03301-5607

Phone Number: (603) 225-1211

E-mail: eileen.f.chabot.nfg@mail.mil

E. PERIOD OF PERFORMANCE

The TAG will provide an individual Notice to Proceed for the Annual NHARNG ICRMP Review and development of Draft MOU to be performed. The timetable for completing the work will be based on the timeframes specifically established and referenced in **Section C. TASKS** of this SOW.

TENTATIVE Meeting Agenda

Subject: Native American Consultation Meeting - Penobscot Indian Nation, Aroostook Band of Micmacs, New Hampshire National Guard and invited guests

Date & Time: TBD

Location: NHNG Joint Force Headquarters , 1 Minuteman Way, Concord, NH

DAY 1

0930 - 0950 – Welcome / Introductions

0950 - 1000 - Purpose of Native American Consultation meeting

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Native American Consultation Meeting – Exhibit A – Appendix B

1000 - 1045 – Interactive Discussion - NHNG- Penobscot Indian Nation & Aroostook Band of Micmacs Consultation Process

1045 - 1100 – BREAK

1100 – 1200 - Summary: NHNG's Missions, Units and Activities and Archaeological Status of NHNG sites

1200 - 1300 - LUNCH

1300 - 1400 - Presentation, Review and Discussion of Pertinent Current and Future Projects

1400 - 1500 – Interactive Discussion of Issues and Concerns - potential effects of proposed NHNG activities on properties of traditional, religious, or cultural significance to the Penobscot Indian Nation and the Aroostook Band of Micmacs.

1500 – 1600 – Walking Tour of NHNG Joint Force HQ, Concord & AASF

DAY 2

0900 – 1030 - Field Trip & Walking Tour – Pembroke Edward Cross Training Complex (ECTC) property, Pembroke, NH

1030 – 1130 – Field Trip to NH National Guard Training Site (NHNGTS) property, Center Strafford, NH

1130 – 1345 – Lunch & Tour of NHNGTS

1345 – 1415 – Closing Thoughts – Interactive Discussion & Wrap-Up

DAY 3

0800 – Safe Trip – Departures for Maine

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**CULTURAL RESOURCES SERVICES
EXHIBIT A - APPENDIX C
SCOPE OF WORK**

SUBJECT: HISTORIC BUILDING SURVEY

A. GENERAL

The Contractor will provide all equipment, labor and supplies necessary to conduct a Historic Building Survey for determining eligibility for the National Register of Historic Places (NRHP) in accordance with the New Hampshire Department of Cultural Resources, Division of Historic Resources (NH DHR) procedures.

B. DESCRIPTION OF SUBJECT PROPERTY AND ADJOINING PROPERTIES

Descriptions of properties and adjoining properties will be provided as soon as NHARNG determines what, if any, historic buildings need to be evaluated during the 2018-2021 years.

C. TASKS

The Contractor will complete the following tasks for the historical building survey:

TASK 1: ARCHIVAL RESEARCH

The Contractor will conduct sufficiently detailed archival research, fully utilizing all available research sources referenced in Appendix D of the most current edition of NH DHR's "NH Architectural Survey Manual" authored by James L. Garvin, available at: http://www.nh.gov/nhdhr/programs/documents/appendixd_researchbiblio.pdf, including but not limited to those repositories located in the City of Concord, New Hampshire, notably the City of Concord Heritage Commission, the City of Concord Public Library and the Concord Historical Society. Research will also include review of TAG records (including an available appraisal report and a Phase I Environmental Site Assessment of the subject property, both prepared in October 2014), and NHDHR records, New Hampshire Historical Society records, NH State Archives, NH State Library, NH Vital Records search, historic atlases, city and county histories, Hurd Town & City Atlas of New Hampshire maps, Sanborn® maps, periodicals, and tax records, as necessary, to provide sufficient local historic contextual information for the National Register significance assessment.

For this deliverable, the Contractor must provide written evidence of documented archival research from sources not limited to the following: no less than 3 local repositories within the City of Concord, 4 state repositories within New Hampshire; Merrimack County records (as may be relevant and appropriate) and interviews and/or oral histories, as may be available.

TASK 2: SITE VISIT

The Contractor will conduct a Site Visit to the 34 Pembroke Road property to collect all appropriate information as needed to complete the NH DHR Individual Inventory Form. The TAG Point of Contact (POC) referenced in **Section D**. will accompany the contractor on the Site Visit at a mutually agreeable date and time. Black and White photographs shall be taken as are relevant to the preparation of the Inventory Form, and shall strictly follow the current version of APPENDIX A of the NH DHR's NH Architectural Survey Manual, "Photography Policy for Architectural Survey" available at:

http://www.nh.gov/nhdhr/programs/documents/appendixa_photopolicy.pdf

TASK 3: PREPARATION AND SUBMISSION OF DRAFT INDIVIDUAL INVENTORY FORM

The Contractor will prepare a draft version of the NH DHR Individual Inventory form for the Historic Building in accordance with the current version of the NH DHR's "NH Individual Inventory Form Architectural Survey Manual I" and prescribed NH DHR guidelines and protocols. The form will provide an architectural survey of all buildings and structures on the property (even if any of the structures are not yet 50 years old). The NH DHR Individual Inventory Form – Architectural Survey Manual I can be located at:

http://www.nh.gov/nhdhr/programs/documents/indivinyform_manual.pdf

The Contractor shall ensure that the documented results of the detailed archival research referenced in **Task 1** are included in the form of a detailed narrative on the local historic context of the Historic Building including any relevant history regarding its relationship within the neighborhood and community.

All sources of information and archival research documents utilized to prepare the Draft Individual Inventory Form shall be accurately cited within the document, and the complete reference to all sources shall be listed in a Bibliography at the end of the document, alphabetically by the author's last name. Each citation must include the title, author, date of publication, publisher and location, and/or repository. If the bibliography is extensive, it may be organized by categories (i.e. books, local periodicals, historic maps, newspapers, interviews and/or oral histories).

The Contractor will submit a Draft version of the NH DHR Individual Inventory Form for the 34 Pembroke Road property to the TAG POC referenced in **Section D** of Exhibit A ("the Services"). The Draft Individual Inventory Form will be prepared and completed following the most current version of NHDHR's Individual Inventory Form – Architectural Survey Manual I, available at the above-referenced website. The submitted Draft Individual Inventory Form shall be checked by the Contractor for consistency and edited for spelling and grammar prior to submission to the TAG POC.

The Contractor will deliver two (2) hard copies and (1) electronic copy (in MS Word) of the Draft Individual Inventory Form to the TAG POC for review and comments. The Draft deliverables will be submitted to the TAG POC within 45 days from issuance of a Notice to Proceed to the Contractor.

Within 15 days of receipt of the Draft Individual Inventory Form, the TAG POC will submit written comments to the Contractor with requested changes, within the electronic (MS Word) copy of the Inventory. Immediately following receipt of the TAG's written comments, the Contractor must proceed to **Task 4**.

TASK 4: SUBMISSION OF FINAL INDIVIDUAL INVENTORY FORM

The Contractor will submit a Final version of the Individual Inventory Form for 34 Pembroke Road to the TAG POC referenced in **Section D**. below. The Final Individual Inventory Form will be prepared and completed following the current version of the NH DHR's Individual Inventory Form – Architectural Survey Manual I, available at the above-referenced website. The Final Individual Inventory Form shall incorporate all comments made by the TAG POC identified in **Section D**. below, and this Final document shall be checked by the Contractor for consistency and edited for spelling and grammar prior to submission.

The Contractor will submit one (1) original and three (3) bound hard copies of the Final Individual Inventory Form, revised per TAG POC comments, and submit one (1) electronic copy in MS Word, one (1) electronic copy in Adobe (.pdf) on CD-ROM, and to the TAG POC within 14 business days after receipt of the TAG's written comments on the **Task 3** deliverable. The TAG POC will submit the Final deliverable to the NH DHR for review and comment.

TASK 5: REVISION TO ADDRESS NHDHR REQUESTS

At no additional cost to the TAG, the Contractor will complete any requested additional modification to the Individual Inventory Form and supporting documentation as identified by the NH DHR during their review as being missing or incomplete with 14 business days of receipt of TAG's transmittal of NH DHR comments.

D. NH ADJUTANT GENERAL'S POINT OF CONTACT

Point of Contact: Eileen F. Chabot, Cultural Resources Manager, NHARNG

Mailing Address:

NH Adjutant General's Department
NGNH-FMO-ENV (ATTN: Eileen F. Chabot, MPH)
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NH RSA 227-C:9 Historic Building Survey Exhibit A – Appendix C

E. PERIOD OF PERFORMANCE

The TAG will provide a Notice to Proceed to the Contractor for the historic building survey to be performed. The timetable for completing the survey will be based on the timeframes specifically established in **Section C. TASKS** of this SOW.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**CULTURAL RESOURCES SERVICES
EXHIBIT A – APPENDIX D
SCOPE OF WORK**

SUBJECT: Historic Property Monitoring - NH National Guard Training Site – 1079 Parker Mountain Road, Strafford, NH

1.0 GENERAL INFORMATION:

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform Historic Property Monitoring as specified below.

1.1 BACKGROUND:

Historic Property Monitoring, of recorded archaeological site "27-ST-0047/0048", a rare Paleo-Indian site, shall be performed on approximately 0.5 acres of land within the lower northern tier of the 104.72 acre New Hampshire National Guard Training Site ("NHNGTS") property in Strafford, NH, specifically within and surrounding the area designated as: the "Cultural Restricted Area" (as shown on enclosed Plans: "Existing Conditions Plan", Plan Sheet "C-101", Sheet 4 of 29, dated 2/2/2017; "Site Preparation and Erosion Control Plan and Notes", Plan Sheet "CD101", Sheet 5 of 29, dated 2/2/2017; "Site Utility and Grading Plan [Base Bid]", Plan Sheet "CU101", Sheet 9 of 29, dated 2/2/2017, all prepared by JACOBS Engineering Group of Boston, MA; and the archaeological site ("27-ST-0047/0048") boundaries depicted in "Figure 3, Topographic map showing the location of site 27-ST-0047/0048 within the New Hampshire National Guard Training Site in Center Strafford, Strafford County, New Hampshire", prepared by Northeast Archaeology Research Center, Inc., Farmington, Maine, as an excerpt of the "Final Report No. NEARC 2014-1 (RPR 4601), entitled Archaeological Phase II Determination of Eligibility of Native American Sites 27-ST-0047 and 27-ST-0048 within the New Hampshire National Guard Training Site, Center Strafford, Strafford County, New Hampshire", dated February 3, 2015, Revised February 22, 2016 .

Monitoring is required in order to comply with a "conditional No Adverse Effect" determination from the NH DHR dated 8-12-16 (see attached) to provide archaeological site protection. This project shall consist of the following, which the NH DHR has concurred with: (1) installing 1.0 foot long metal rebar posts in the ground every 5.0 meters along the recorded archaeological site's buffer for protection, along with above-ground flexible plastic poles, and (2) installing 5 concrete arbitrary datums within the recorded archaeological site. This site is located approximately 80 feet from the boundary of an existing 31-meter baffled range (MILCON Project # 330358) and construction is currently underway for Phase II of this baffled range (Project # 330459), to add additional lanes, drainage, and other site improvements.

In November, 2002, two Native American archaeological sites were discovered during a Phase 1B archaeological survey conducted by Independent Archaeological Consulting (IAC), LLC of Portsmouth, NH and recorded for the NHNGTS property: 27-ST- 47 and 27-ST- 28; as well as a Native American Isolated Find (Test Area "D") (IAC, 2003).

More recently, the Northeast Archaeology Research Center, Inc, (NE ARC) conducted an archaeological Phase II Determination of Eligibility (DOE) of Native American archaeological

sites 27-ST-0047 and 27-ST-0048 on the northern portion of the 104-acre NHNGTS property from September 9-25, 2014, in accordance with Sections 106 and 110 of the NHPA. The 2 archaeological sites are located on a low ridge above wetlands which ultimately drain to the Isinglass River.

NE ARC concluded (after detailed examination conducted during the Phase II investigation) that the archaeological remains discovered at the two above-referenced archaeological sites actually represent three distinct activity loci of a single archaeological site, which would be defined as "27-ST-0047/0048", and that the site is eligible for listing in the National Register of Historic Places (NRHP) under *Criterion D*. The New Hampshire Division of Historical Resources (NH DHR) conducted a review of the NE ARC final Phase II DOE report dated February 3, 2015, revised February 22, 2016 and concurred with its findings. The site inventory forms were revised accordingly for a Late Paleo-Indian site with 3 distinct loci activity areas, in accordance with the NH DHR recommendations, to replace the former recordation of 2 separate archaeological sites of indeterminate age. According to the NH DHR, this single archaeological site ("27-ST-0047/0048") is believed to be one of only three definite Late Paleo-Indian sites in New Hampshire.

1.2 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11.

1.3 NATIVE AMERICAN HISTORICAL CONTEXT

One Native American archaeological site, 27-ST-0047/0048 is currently recorded for the NHNGTS property and has been determined eligible for listing on the NRHP under *Criterion D*. According to the NH DHR, this archaeological site is believed to be one of only three definite Late Paleo-Indian sites in New Hampshire. As such, this site is of particular significance in broadening our knowledge of Native American lifeways and settlement patterns in prehistory, and has the potential to address several research themes (and associated potential data sets), for the Late Paleoindian period, including: culture history (temporally diagnostic artifacts, tools and radiocarbon dateable organics from cultural features), technology (lithic artifacts including tools and debitage from stone tool manufacture), trade (lithic artifacts including tools and debitage from stone tool manufacture, and material(s) that can be identified to a specific lithic source location), settlement pattern (analysis of site structure through examination of artifacts and subsistence data, feature types and functions), subsistence resources (faunal and paleobotanical remains, such as those recovered from cultural features), and environment ((faunal and paleobotanical remains, such as those recovered from cultural features) (NE ARC, 2017).

Site loci demonstrate horizontally discrete artifact manufacturing or lithic reduction areas, and recovered artifacts suggest that Native American activities included projectile point manufacture and possibly repair as well as other resource processing tasks, likely related to subsistence. The site possesses a distinctive artifact assemblage including two temporally diagnostic Ste. Anne/Varney type Late Paleoindian lithic projectile points, estimated to date to ca. 8,000-7,000 B.P., and is located in a commanding position on a discrete late Pleistocene landform (NE ARC, 2017).

Additional detailed information is provided in the following documents on file with the NH DHR: (1) "Archaeological Phase II Determination of Eligibility of Native American Sites 27-ST-0047 and 27-ST-0048 within the New Hampshire National Guard Training Site, Center Strafford,

Strafford County, New Hampshire”, dated February 3, 2015, Revised February 22, 2016; and (2) “New Hampshire Archaeological Inventory Form, 27-ST-0047-0048 for the NHARNG Training Site, Center Strafford, NH, dated 3/5/2017; prepared by Ellen R. Cowie and Robert N. Bartone of NE ARC, Farmington, Maine.”

1.4 GENERAL DESCRIPTION OF PROPERTY AND SOILS:

The NHNGTS property is situated within the Piscataqua and Isinglass River drainage. Lying between 128 and 180 m (420 and 595 ft) above mean sea level (AMSL), the property is 2.0 km (1.2 mi) west of Mohawk River and 4.0 km (2.4 mi) northwest of the Mohawk and Isinglass Rivers confluence. The rectangular 104.72-acre property is bounded by Johnsonboro Road to the north, NH Route 126 (Parker Mountain Road) to the south, and wooded private property to the east and west. The immediate area surrounding the NHNGTS is dominated by features like Bow Lake and the Blue Hills (IAC, 2003). The topography of the existing site has a maximum elevation of approximately 648 and slopes north, south and west to lower elevations of approximately 494, 600 and 632, respectively. The majority of runoff generated during stormwater events on the property flows to an unnamed wetland located in the northeast tier of the property.

National Resource Conservation Service (NRCS) Web Soil Survey maps identify and characterize six different soil types on the NHNGTS property: Gloucester, Paxton, Whitman, Freetown and Swansea mucky peats, Woodbridge, and Leicester-Ridgebury. Dominant map units include Gloucester extremely stony fine sandy loam (8-25 % slopes), Paxton fine sandy loam (3 to 8 percent slopes), Paxton fine sandy loam (0 to 8 percent slopes, very stony), and Paxton fine sandy loam (8 to 15 percent slopes) (NRCS, 2013). The soils present in the northern tier of the property where site 27-ST-0047/0048 is located are primarily Paxton series, with Paxton fine sandy loam, 3 to 8 percent slopes being the dominant map unit within the Area of Potential Effects (APE) to be monitored and protected. A small defined map unit of Woodbridge fine sandy loam, 3 to 8 percent slopes also exists within the APE. Glacial erratics are also present throughout the project areas.

1.5 STANDARDS:

The above-referenced historic property monitoring to ensure that site 27-ST-0047/0048 is not disturbed, is authorized under Section 106 and 110 of the National Historic Preservation Act (P.L.89-665), as amended, and RSA 227-C: 6, 7 and 9, and will comply with the conditional No Adverse Effect determination issued by NH DHR dated 8-12-16.

Work shall be performed in accordance with applicable provisions of the Secretary of the Interior’s Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1993), hereafter referenced as Standards. These standards are supplemented by applicable provisions of the NH Division of Historical Resources Archaeological Standards and Guidelines (most current version).

All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards (as set forth in 36 CFR Part 61), who shall be responsible for the quality of work. Unless already pre-approved by the NH DHR, appropriate documentation must be submitted for the supervisory archaeologist for NH DHR consideration and approval.

If any artifacts are discovered as a result of the historic property monitoring tasks conducted for the SOW referenced herein, the TAG Primary Contact will be immediately notified. All artifacts are the property of the TAG; and their associated documentation, for curation by the NHDHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8.

Historic Property Monitoring – NHNGTS_ EXHIBIT A – Appendix D

Contact the State Archaeologist for curation guidelines. The TAG Primary Contact (Cultural Resources Manager (CRM)) will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Indian Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the course of this work.

The results of this work is intended to protect the recorded archaeological site from future disturbance, in compliance with the "conditional No Adverse Effect" determination issued by NH DHR dated 8-12-16 (see attached) and will also enhance the TAG's ability to respond to future Section 106 obligations under the NHPA.

1.6 EXTERNAL AGENCY COORDINATION:

Prior to the commencement of the Historic Property Monitoring, the TAG Primary Contact (CRM) will perform the following: 1) coordination with the New Hampshire Fish & Game, New Hampshire Natural Heritage Bureau and (if necessary), the U.S. Fish and Wildlife Service, 2) consultation with the THPO for Penobscot Indian Nation, of Indian Island, Maine, 3) consultation with the THPO for the Aroostook Band of Micmacs, of Presque Isle, Maine, and 3) completion of an Army National Guard Environmental Checklist and Record of Environmental Consideration in compliance with the National Environmental Policy Act (NEPA), 32 CFR Part 651.

1.7 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The TAG requires development of GIS data to support this project using ARCGIS. All GIS data developed shall be delivered with the following specifications:

Format(s) – ESRI ARCGIS Personal Geodatabase, or ESRI ARCGIS Shapefile

Projection – NH State Plane Feet 2800

Datum – NAD 83

Create Metadata that is Federal Geographic Data Committee (FGDC) compliant

Spatial accuracy requirements: Minimum of 1.0m accuracy is required

1.8 PERIOD OF PERFORMANCE

The period of performance will be from the date of the Notice To Proceed through 30 September 2018.

1.9 TAG PRIMARY CONTACT

The TAG Primary Contact will be Eileen F. Chabot, MPH - NHARNG Cultural Resources Program Manager.

New Hampshire Adjutant General's Department

NGNH-FMO-ENV (ATTN: (Eileen F. Chabot, MPH)

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1.10 DELIVERABLES

Historic Property Monitoring – NHNGTS_ EXHIBIT A – Appendix D

(Page 4 of 7)

The Contractor will be fully responsible for the following Deliverables for this Scope of Services, as referenced below: (1) Proposed Site Protection Plan for Historic Property Monitoring (See Task 1), (2) Field Work (See Task 2), (3) Final (As-Built) Site Protection Plan for Historic Property Monitoring (See Task 3)

2.0 PROJECT TASKS

Task 1: Proposed Site Protection Plan for Historic Property Monitoring

Before commencing any field work, the Contractor will prepare a concise Site Protection Plan for Historic Property Monitoring to include a summary of the proposed strategy and field methodologies to be employed (placement of rebar, flexible posts and permanent arbitrary datum) and a figure illustrating the general proposed locations for the installation of rebar, flexible posts and datum, and a brief description of how unanticipated conditions (such as refusal) will be handled by the project archaeologist in the field.

The proposed Site Protection Plan for Historic Property Monitoring will be provided to the TAG Primary Contact within three (3) weeks of the issuance of a Notice to Proceed for a Phase 1B Intensive Archaeological Investigation. The TAG will review and approve the investigational plan within ten (10) business days of receipt, or request that revisions be made by the Contractor prior to conducting any field work. The TAG may consult with the NH DHR in reviewing the proposed Site Protection Plan for Historic Property Monitoring.

Task 2: Field Work

All field work that shall be conducted will proceed and confirm that the buffer of recorded archaeological site 27-ST-0047/0048 is adequately protected and that the permanent arbitrary datum have been placed at appropriate locations within the site. Field Work shall include:

- (a) walk-over survey to visually assess environmental characteristics, surface indications of archaeological site presence, and degrees and patterns of prior disturbance; and to determine the locations of historic property monitoring placement (metal rebar, flexible posts and datum) .
- (b) Collection of GPS coordinates for every location where rebar, flexible posts and datum have been placed with a hand held GPS device.

All approved field work shall be completed within one and a half (1.5) months of issuance of a Notice to Proceed for Historic Property Monitoring.

Task 3: Final (As-Built) Site Protection Plan for Historic Property Monitoring

The Contractor shall prepare a Final (As-Built) Site Protection Plan for Historic Property Monitoring that describes the site, includes a complete description of all work performed (including depths to which rebar, flexible posts and datum were installed), comments and observations, and recommendations for maintaining the site protection historic property monitoring (rebar, flexible posts and datum) into the future, to include recommended intervals for any replacement that may be necessary to ensure that consistent site protection is maintained.

The Final (As-Built) Site Protection Plan for Historic Property Monitoring shall also include a Figure prepared in ARC GIS that accurately depicts the buffer of archaeological site 27-ST-0047/0048, the boundaries of the site, and the assigned locations of each of the items installed: rebar, flexible posts and permanent arbitrary datum.

1. The Final (As-Built) Site Protection Plan for Historic Property Monitoring shall include (as a minimum):

- (a) Abstract (a one page Project Summary) which includes the Project Name, Client name, Sponsor Agency, Location, Project Area size (in acres), dates of field work, observations, comments and recommendations, number of pages, number of maps, and number of figures included in the plan.
- (b) Introduction
 - sponsor and contract number
 - a figure depicting the existing conditions and existing archaeological sensitivity for the site
 - purpose
 - scope of plan
 - statement concerning the nature of the plan
- (c) Field Methodology
 - description of any information sources utilized
 - field methods employed
 - description of specific equipment employed and name and serial number of GPS equipment utilized
- (d) Comments and Observations
 - detailed results of Walk-over Survey constraints (e.g. poor ground visibility) observations of micro-environmental variables observations/assumptions of disturbance
 - a table which lists each location where rebar, flexible posts and datum were installed and the associated Lat/Long
 - management (e.g. specific restrictions on future activities)
- (e) ARC GIS Figure - this will include a complete delineation of the buffer and the boundary of archaeological site 27-ST-0047/0048, and the location of each rebar, flexible post and datum (as obtained with a GPS unit), on the most currently available aerial image of the affected TAG property
- (f) Recommendations – this will include management (e.g. any specific restrictions on future activities) and maintenance intervals (as needed or as may be required) for the specific historic property monitoring items installed (rebar, flexible posts and permanent arbitrary datum).
- (g) Bibliography
 - include list of personal contacts with addresses, affiliation, and other pertinent information

2. The Plan format specifications are as follows:

- (a) Typed single spaced on 8½ x 11 inch good quality bond paper with top and lateral margins of 1 inch and 1½ bottom margin.

- (b) A title page with title and number of the contract, the contracting party, the principal investigator's name and date.
- (c) Any references cited and/or used shall be listed in American Antiquity format.
- (d) All Tables, Figures, Maps, photographs, and other graphic presentations shall be 8½ x 11 whenever practicable, easily reproducible by standard photocopying equipment, and in the body of the explanatory text, except for oversized maps and confidential materials that may be incorporated into a Confidential Appendix at the end of the report.
- (e) All Tables and charts shall have a number, title, explanatory notes and a source note.
- (f) All other graphic presentations (maps, profiles, diagrams, etc.) shall be referred to as "Figures".
- (g) Maps shall have a title block with title and number, project name, location information, north arrow, scale, and key as appropriate. All maps in the report shall be prepared utilizing ARCGIS software containing the GIS data collected as part of the Field Work referenced in **Task 2**.
- (h) The Final (As-Built) Site Protection Plan for Historic Property Monitoring submitted to TAG shall meet the requirements referenced in **1.5 Standards** included in this SOW.
- (i) ARC GIS data collected for the Final (As Built) Site Protection Plan for Historic Property Monitoring will be included on a CD-ROM. GIS data will include all the requirements specified in **1.7 GIS Data Development** and the specifics provided below:
 - 1) Point Shapefile or Feature Class of all GPS Points at a minimum of 1 meter accuracy
 - 2) Polygon Shapefile or Feature Class of buffer of recorded Archaeological Site 27- ST- 0047/0048.
 - 3) For each GPS Point, the following information will be provided:
 - a) Assigned Location #
 - b) Lat/ Long of assigned GPS location #

The Contractor will deliver two (2) hard copies of the Final (As-Built) Site Protection Plan for Historic Property Monitoring and 1 electronic (Adobe 11.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within two (2) months of issuance of a Notice to Proceed for Historic Property Monitoring. TAG will take up to fifteen (15) business days to review and comment on the Final Plan, and the Contractor will make any necessary revisions, delivering four (4) spiral bound hard copies of the revised Final (As-Built) Site Protection Plan for Historic Property Monitoring with a translucent protective cover sheet and 1 electronic (Adobe 11.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within one (1) month of the receipt of comments from the TAG Primary Contact.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

P37 AGREEMENT

**EXHIBIT B:
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

SUBJECT: Cultural Resources Services 2018-2021.

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$250,000.00 This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the Contractor to: The Adjutant General of New Hampshire, NGNH-FMO-ENV (ATTN: Eileen Chabot), 1 Minuteman Way, Concord, New Hampshire 03301-5607.

Terms of Payment

Invoicing shall be time and material rates for completion of task deliverables, as referenced in the Cost Proposal for which a Notice To Proceed has been issued. Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables determined acceptable by the NH Adjutant General's Department Primary Contact.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Cultural Resources Services 2018-2021

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. Provision 14. INSURANCE AND BOND: *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and NGR 5-1, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA));
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European

Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland “Anti-Kickback” Act.

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

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 NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on April 20, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 612487

Certificate Number: 0004131190



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July A.D. 2018.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

"CORPORATE CERTIFICATE"

I, (Name) Robert N. Bartone hereby certify that I am duly elected
~~Secretary~~ of (Corporation) Northeast Archaeology Research Center, Inc
~~Treasurer~~

I hereby certify the following is a true copy of a vote adopted by unanimous consent of the Board of Directors of the Corporation, on 1/31/2018.

VOTED: That (Name) Robert N. Bartone is duly authorized to enter into a specific contract namely "Cultural Resource Services 2018-2021" with the State of New Hampshire, Adjutant General's Department and further authorized to execute any documents which may in his judgement be desirable or necessary to effect 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 of (Date) 7/12/18 and that (Name) Robert N. Bartone is duly elected (Title) President & Treasurer of this Corporation.

+

No Seal

CORPORATE SEAL

ATTEST:

(Corporate Secretary)
Treasurer

DATE:

7/12/18

ATTEST:

(Notary Public)

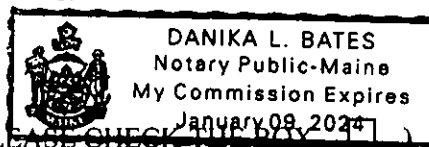
COMMISSION EXPIRES:

1/09/2024

DATE:

7/12/2018

NOTARY SEAL



(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX)

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: northeast* archaeology* research* center* inc.*

Your search for "northeast* archaeology* research* center* inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

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|-------------------------------------|---|---|
| Entity | NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. | Status: Active <input type="checkbox"/> |
| DUNS: 829282669 | CAGE Code: SAM59 | View Details |
| Has Active Exclusion?: No | DoDAAC: | |
| Expiration Date: 01/08/2019 | Debt Subject to Offset? No | |
| Purpose of Registration: All-Awards | | |

"Debarment"
Northeast Archaeology



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
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