



STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

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

48 Spec

William N. Reddel, III, Major General  
*The Adjutant General*

Carolyn J. Protzmann, Brigadier General  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

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August 4, 2014

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

**REQUESTED ACTION**

The Adjutant General's Department respectfully requests approval to enter into a contract with Northeast Archaeological Research Center, Inc. of Farmington, Maine (#225111) in the amount of \$162,000.00 for Archaeological Services for the period of Governor and Council approval through March 31, 2017. **100% Federal Funds.**

Funds are available in the following appropriations with the authority to adjust encumbrances between Fiscal years, if needed and justified, through Budget Office, Department of Administrative Services:

<b>02-12-12-120010-2262 Adjutant General – Army Guard Environmental 100% FED</b>	
10-01200-22620000-102-500731 Contract for Program Services	\$122,655.00
<b>02-12-12-120010-2245 Adjutant General – Army Guard Facilities 100% FED</b>	
10-01200-22450000-103-500736 Contract for Operational Services	\$ <u>39,345.00</u>
<b>TOTAL</b>	<b><u>\$162,000.00</u></b>

**EXPLANATION**

This proposed contract will provide for archaeological surveys to determine the presence or absence of historic and prehistoric archaeological resources and eligibility for the National Register of Historic Places. The New Hampshire Army National Guard (NHARNG) is required to comply with Sections 106 and 110 of the National Historic Preservation Act of 1966 prior to conducting federal undertakings (activities wholly or partially funded by the Federal Government). This contract will provide for archaeological surveys at the following State Facilities: the New Hampshire National Guard Regional Training Institute in Pembroke; the New Hampshire National Guard Training Site in Center Strafford; the Rochester Readiness Center in Rochester; the Plymouth Readiness Center in Plymouth, and other State Facilities of the Adjutant

August 4, 2014

General that have been determined archaeologically sensitive or are proposed for ground disturbing activities.

The chosen vendor was identified through a request for proposals (RFP) process by placing a Legal Notice in the Concord Monitor (6/30/14 – 7/2/14) and mailing out twenty (20) requests for proposals. The Department received four (4) proposals that were evaluated by three (3) Environmental staff members of the Adjutant General's Department using the evaluation criteria (Best Value Method) described in the Request for Proposals. Northeast Archaeological Research Center, Inc. was determined to provide the best value based on the completeness of the proposal, qualifications of the company, and the level of effort to be expended for the cost proposed.

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 State of New Hampshire and 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 2014 and execution under this contract 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 New Hampshire Department of Justice.

Respectfully Submitted,

  
William N. Reddel, III  
Major General, NHNG  
The Adjutant General

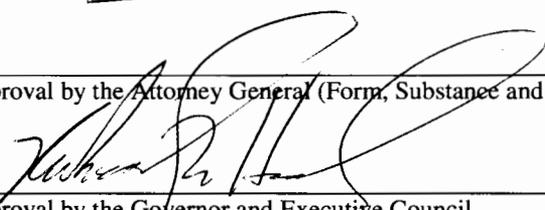
Subject: Archaeological Services 2014- 2016 **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Adjutant General's Department</u>		1.2 State Agency Address <u>1 Minuteman Way, Concord, NH 03301-5607</u>	
1.3 Contractor Name <u>Northeast Archaeological Research Center, Inc</u>		1.4 Contractor Address <u>382 Fairbanks Road, Farmington, ME 04938</u>	
1.5 Contractor Phone Number <u>207-860-4032</u>	1.6 Account Number <u>10-01200-2245000-103</u> <u>10-01200-22620000-102</u>	1.7 Completion Date <u>03/31/2017</u>	1.8 Price Limitation <u>\$162,000.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie L. Milender, Administrator III</u>		1.10 State Agency Telephone Number <u>(603) 225-1361</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Ellen R. Cowie, President</u>	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Franklin</u> On <u>7/28/2014</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 <u>Stephanie L Freeman Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator III</u>	
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) By:  On: <u>8/13/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials ENE  
Date 7/28/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials EAC  
Date 7/28/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## MEMORANDUM FOR RECORD

SUBJECT: Archaeological Services 2014-2016 Request for Proposal and Award Record

1. The Adjutant General's Department sent the above-referenced Request for Proposal (RFP) via e-mail on July 2, 2014 to the following 20 people/companies:
  - a. David Boyes of HDR, Inc. at [david.boyes@hdrinc.com](mailto:david.boyes@hdrinc.com)
  - b. Robert Goodby of Monadnock Archaeological at [rgoodby@monadarch.com](mailto:rgoodby@monadarch.com).
  - c. Robert Bartone of Northeast Archaeology Research Center at [bartone@nearchaeology.com](mailto:bartone@nearchaeology.com)
  - d. Anthony Booth of Booth Archaeology at [tonybooth@archaeologist.com](mailto:tonybooth@archaeologist.com).
  - e. Victoria Bunker of Victoria Bunker, Inc. at [vbi\\_wp@tds.net](mailto:vbi_wp@tds.net)
  - f. Kathleen Wheeler of Independent Archaeological Consulting, LLC at [kwheeler@iac-llc.net](mailto:kwheeler@iac-llc.net)
  - g. Kate Tarlow Morgan of Kate Tarlow Morgan at [katetarlowmorgan@gmail.com](mailto:katetarlowmorgan@gmail.com)
  - h. Neill DePaoli of Neill DePaoli at [ndppquid@yahoo.com](mailto:ndppquid@yahoo.com)
  - i. Thomas Jamison of Hartgen Archaeological Associates, Inc. at [tjamison@hartgen.com](mailto:tjamison@hartgen.com)
  - j. Brian Valimont of New England Archaeology LLC at [newarch1@myfairpoint.net](mailto:newarch1@myfairpoint.net)
  - k. Ms. Pam Crane and Mr. Peter Morrison of Crane & Morrison Archaeology at [cranemorrison@comcast.net](mailto:cranemorrison@comcast.net)
  - l. Stephen A. Olausen of Public Archaeology Laboratory (PAL) at [solausen@palinc.com](mailto:solausen@palinc.com)
  - m. George H McCluskey, RPA, Archaeological and Historic Preservation Consultant at [ghm10829@hotmail.com](mailto:ghm10829@hotmail.com)
  - n. Ellen Cowie of Northeast Archaeology Research Center at [cowie@nearchaeology.com](mailto:cowie@nearchaeology.com)
  - o. Suzanne Cherau of Public Archaeology Laboratory at [scherau@palinc.com](mailto:scherau@palinc.com)
  - p. Eric Johnson of UMASS Department of Anthropology at [ericjohnson@anthro.umass.edu](mailto:ericjohnson@anthro.umass.edu)
  - q. Stefan Claesson of Southeastern Archaeological Research Inc. (SEARCH), Northeast Region at [Stefan@searchinc.com](mailto:Stefan@searchinc.com)
  - r. Martha Pinello of Monadnock Archaeological Consulting, LLC at [mpinello@monadarch.com](mailto:mpinello@monadarch.com)
  - s. Nathan D. Hamilton, PhD of University of Southern Maine at [casco@usm.maine.edu](mailto:casco@usm.maine.edu)
  - t. Elise H. Manning Sterling, Independent Consultant (Putney, VT) at [emanning52@gmail.com](mailto:emanning52@gmail.com)
2. Victoria Bunker Inc. responded that they would not be submitting a proposal.

3. The following proposals were received by 4:00 pm on July 17, 2014:
- |   |              |
|---|--------------|
| a. Public Archaeological Laboratory inc (PAL)           | \$114,000.00 |
| b. Northeast Archaeological Research Center Inc. (NARC) | \$90,605.00  |
| c. Independent Archaeological Consulting LLC(IAC)       | \$157,520.71 |
| d. Hartgen Archaeological Associates Inc. (HAA)         | \$84,699.00  |

4. All proposals were evaluated by Eileen Chabot, Arin Mills and I as specified in the RFP. NARC and IAC submitted complete proposal packages. HAA was missing their certificate from the NH Secretary of State Corporate Division. PAL did not provide total itemized cost for each project per task. HAA did not itemize cost per task as identified in Exhibit A, The Service. All companies who submitted proposals demonstrated that they have the requisite experience and qualified staff to fulfill the specifications of the RFP. All companies provided favorable references. Eileen Chabot, Arin Mill and I evaluated the proposals in terms of costs of the individual projects in the RFP and whether we thought the costs were representative of the amount of effort needed, and the value of the cost proposals. While HAA providing low costs overall and on a number of specific projects, the cost for a number of the projects didn't seem to match the level of effort needed. PAL also provided low cost on a number of projects, but also didn't seem to match the level of effort required.

5. NARC provided a complete proposal package including itemized cost proposal per task. Hourly billing rates for all level of personnel were the lowest of all proposals. The amount of effort presented in the cost proposals matched The Services expected level of effort. Based on these factors NARC is chosen. The combination of low cost of personnel and level of effort provides the best value for the State.

6. Point of contact for this memorandum is the undersigned, at (603)225-1439 or [Zachary.l.boyajian.nfg@mail.mil](mailto:Zachary.l.boyajian.nfg@mail.mil).



Zachary Boyajian  
NH Adjutant General's Department  
Environmental Program Manager

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

**P37 AGREEMENT  
EXHIBIT A: THE SERVICES**

**SUBJECT: Archaeological Services 2014-2016**

**1.0 GENERAL**

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

**1.1 BACKGROUND**

'The NH Adjutant General's Department' (TAG) has Readiness Centers, Field Maintenance Shops, the State Military Reservation, the NH National Guard Training Site, Army Aviation Support Facility and future Pembroke Regional Training Institute (RTI) that are used for training and support of the New Hampshire Army National Guard (NHARNG). Other properties are being considered for construction of future NHARNG facilities. TAG has conducted Phase 1A surveys on most of these properties. Phase 1B Surveys have also been conducted on most of the 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).

**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 LIST OF PROJECT, EXPECTED YEAR OF EXECUTION AND GENERAL DESCRIPTIONS**

**1.3.1 Projects expected to be executed in 2014:**

- a. **Pembroke RTI Phase 1B Surveys of Test Area 7:** Test Area 7 is approximately 18 acres and is depicted on the enclosed Figure entitled "Pembroke Regional Training Institute Test Areas" dated 6/26/2014.

Five previous archaeological surveys (totaling approximately 189 acres) have been performed on the 214 acre Pembroke RTI property. A Phase 1A sensitivity analysis was conducted on 189 acres (Lot 18) and a Phase 1B intensive archaeological investigation survey was conducted in Test Area 1 in 2006. Phase 1B intensive

archaeological investigations were conducted in Test Area 2; 2a, 2b, Test Area 3 and Test Area 4 during 2011 and 2012. A Phase 1A sensitivity analysis was conducted on 25 acres (Lots 18-14 and 18-15) in 2012.

Additionally, a Phase 1B intensive archaeological survey was conducted in Test Area 6 during 2012. Phase 1B archaeological survey was conducted in test areas 4, 5, and 6 in 2013. No archaeological resources were found during any of these surveys with the exception of the Asa Robinson Homestead, Archaeological Site # "27-MR-0331", recorded with the NHDHR. The NHDHR concurred with the above-referenced findings from these archaeological surveys. Only Pembroke RTI's Test Areas 7, 8 and the Asa Robinson Homestead site remain archaeologically sensitive.

b. **Pembroke RTI Phase 1B Surveys of Test Area 8:** Test Area 8 is approximately 5.88 acres. Test Area 8 is depicted on the enclosed Figure entitled "Pembroke Regional Training Institute Test Areas" dated 6/26/2014.

c. **Center Strafford Training Site Phase II Determination of Eligibility (DOE) survey of Archaeological Sites 27-ST-0047 and 27-ST-0048 (totaling approximately 0.5 acres):** TAG requests the completion of a Phase II Determination of Eligibility (DOE) survey to delineate the boundaries of two existing recorded archaeological sites for listing on the National Register of Historic Places. Previous archaeological work conducted at the New Hampshire National Guard Training Site (NHNGTS) in Center Strafford (Strafford County), New Hampshire includes a Phase IA Sensitivity Assessment, a limited Phase IB archaeological investigation, and a partial Phase II survey, all of which are briefly described below.

The Sargent Museum of Archaeology and Anthropology completed the initial Phase IA assessment in 1999, utilizing a combination of site file research, map review, walkover survey and minimal subsurface testing (Stewart-Smith, Clark, and Stinson 1999). Testholes excavated in the parade field immediately north of the existing structures at the NHNGTS exposed a potential Euroamerican structural feature, leading to an assessment of high sensitivity for such resources in this area. Several knolls and terraces dot the undeveloped northern portion of the parcel, protruding from a mosaic of wetlands, ponds and streams. These conditions provided an ideal environment for Pre-Contact camps or activity centers, resulting in an assessment of high archaeological sensitivity (Stewart-Smith, Clark, and Stinson 1999).

IAC confirmed this assessment during Phase IB testing in 2002 when archaeologists collected 23 Native American artifacts from landforms along the eastern edge of the marsh, leading to the identification of ancient activity centers 27-ST-047 and 27-ST-048, as well as an isolated find (see Figure 1) of approximately 0.1 acres in size. IAC recommended complete avoidance of the sites and surrounding landforms during future NHARNG activity (Hannum et al. 2003).

In 2013, Independent Archaeological Consulting, LLC (IAC) of Portsmouth, New Hampshire, completed a Phase IB Intensive Archaeological Investigation of sections of the NHNGTS (see Figure 1). The NHARNG proposes the future construction of baffled rifle and pistol ranges in the undeveloped northern portion of the project area. The Area of Potential Effect (APE) includes a landform previously assessed as sensitive for Pre-Contact Native American cultural deposits (Stewart-Smith, Clark,

and Stinson 1999), where two recorded archaeological sites and an isolated find were discovered in 2002 (Hannum et al. 2003).

IAC had investigated the proposed site of two baffled ranges in 2012 and as a result, they expanded the buffer of the sensitive area around Sites 27-ST-0047 and -0048 (Wheeler et al. 2014). In 2013, the NHARNG proposed a new location for one of the ranges which encroached slightly into the revised sensitivity areas; IAC tested this new location in 2013. The NHDHR issued a letter of concurrence dated June 5, 2014 "that the Sensitive Area buffer appears to have a data discrepancy, that no further identification or evaluative studies are recommended in areas not defined as sensitive and that the APE for the proposed 31-meter Baffled Pistol Range area depicted in Figures 2 and 10 of IAC's Report # 1140 (dated March 19, 2014) be excluded from the Sensitive Area shown on those figures."

IAC also conducted a partial Phase II Determination of Eligibility (DOE) of the two sites 27-ST-0047 and 27-ST-0048 in 2013, to attempt to delineate and confirm the sites boundaries and to begin the process of evaluating whether either of the two resources can be recommended as eligible for listing in the National Register of Historic Places (NRHP). The sites boundaries were not confirmed during that survey and no additional archaeological resources were recovered. IAC recommended that an additional Phase II survey be completed using a smaller interval of 4 m to intersect buried resources, and NHDHR concurred with that recommendation.

**d. Pembroke Phase 1B/2 Asa Robinson Homestead:** A Phase 1B Intensive Archaeological Investigation and Phase II DOE survey shall be performed on approximately < 0.5 acre of land at the Archaeological Site # "27-MR-0331", recorded with NHDHR, known as "Asa Robinson Homestead" on the Pembroke RTI property in Pembroke, NH. Figure 13, "Plan of Asa Robinson Foundation", providing UTM (WGS84) coordinates, a scaled plan and representative photographs documenting the "27-MR-0331" site, prepared by Anthony Booth, is attached (AMEC, 2007).

In 2007, during a Phase 1A archaeological survey, IAC investigated and recorded a Euroamerican foundation located on the western boundary of the property along the east bank of the Soucook River. cursory mapping of physical features visible on the ground surface, including a cellarhole (of dry laid fieldstones) measuring 7.2m-x-4.5m, a potential well, and an unidentified mound (possibly related to 20<sup>th</sup> century activity), was performed at that time. This site has been identified to be the remains of a house built by General Asa Robinson in 1820 (AMEC, 2007). No previous subsurface testing has been conducted there. Asa Robinson was commissioned as a Brigadier General of the New Hampshire State Militia in 1812. He was born in 1763 and died in 1828.

A Phase IB investigation to collect information on the nature, integrity and physical limits of the site is required, along with a Phase II DOE survey to thoroughly assess this archaeological resource, confirm the site's boundaries and determine if this site is eligible for listing on the NRHP. Archival evidence depicting Pembroke in 1894 indicates the Pembroke RTI property once contained at least one eighteenth-century road along the east side of the Soucook River, and a circa-1730 bridge (Carter & Fowler, 1895). The foundation and the road are within the property boundaries, while the presumed bridge location abuts the property line at the Soucook River.

The southern property line borders another historic period road, called the "Valley Road", which dates to the eighteenth century but was believed to be abandoned by 1858. According to IAC, portions of this road, and the location of the Head's Mills to the southwest of the property, could possibly extend into the Pembroke RTI property (AMEC, 2007).

e. **Rochester Training Site Annex survey of approximately 2.07 acres:** An additional Phase 1B Intensive Archaeological Investigation shall be performed on approximately 2.07 acres of land at the Rochester Training Site Annex ("Rochester TSA") in the southern half of the 18.7 acre Rochester TSA property in Rochester, NH, specifically within the areas designated as "moderately sensitive for Pre-Contact archaeological resources" (designated in green on the enclosed Figure 17 and other areas as described in the "Conclusion and Recommendations" section on page 23 of Independent Archaeological Consulting LLC (IAC) Report #1136 dated March 10, 2014 (see attached excerpt).

The TAG is currently proposing extensive site improvements within of the above-referenced section of the property, so archaeological clearance is being sought for this project and for future potential training and construction. TAG estimates that 72 shovel test pits (STPs) will be necessary to survey the remaining moderately sensitive areas. Additional Phase 1B testing will be conducted in any remaining level upper terrace areas that may be determined by the archaeologist to be insufficiently surveyed.

A Phase 1B Archaeological Planning Level Survey was conducted by IAC on this property in 2002 under Section 110 of the National Historic Preservation Act (IAC, 2003). Although this survey noted no recovery of Native American artifacts and no identifications of archaeological features; limited survey work was previously conducted in portions of the Rochester TSA property, and the TAG is required by the NHDHR to conduct a Phase 1B survey if any work is proposed that would impact the 50 foot buffer from the existing wooded ravine at the rear of the Rochester TSA property. IAC conducted another limited Phase 1B archaeological survey of the property in 2013 (IAC Report # 1136, dated March 10, 2014) focusing on a specific site improvement project, and in a letter dated April 10, 2014, the NHDHR concurred with the report's recommendations.

d. **Plymouth Readiness Center Phase 1A survey (Auger testing) of approximately 0.2 acres:** A Phase 1A Auger Test shall be performed at the Plymouth Readiness Center ("Plymouth RC") in the southwestern corner of the Plymouth RC property in Plymouth, NH, specifically within the 0.2 acre area designated as "Archaeological Restricted Area" (see enclosed Figure entitled "Plymouth Readiness Center"), updated November, 2012 on the 3.01 acre Plymouth RC property. The TAG estimates that 20 auger test holes will be included in the general distribution of the transects within this referenced area.

A Phase 1A Archaeological Planning Level Survey was conducted on this 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. Only a visual inspection (walkover survey) was conducted. No soil profiles were examined, and no subsurface testing was conducted during that survey, and it was concluded at that time that the entire property lacked archaeological sensitivity (Stewart-Smith et al, 1999).

In a letter dated November 28, 2012, in response to NHARNG's request for concurrence on the status of requirements for future archaeological surveys on NHARNG properties, the NHDHR concurred that the Plymouth Readiness Center sits on the recorded archaeological site " 27-GR-165", and that a Phase 1A Auger

Test is required west of this site within the boundaries of the Plymouth Readiness Center property.

### **1.3.2 Potential project execution in 2015 and 2016:**

TAG anticipates the need for additional archaeological surveys during 2015 and 2016. Phase 1A Planning Level Surveys, 1B Intensive Archaeological Investigation Surveys and Phase II determination of eligibility surveys on parcels proposed for NHARNG facilities (specific locations to be determined) shall be performed. See Section 3.0 for details on project identification, cost and execution. TAG anticipates that one (1) to up to a total of three (3) archaeological surveys will be needed in 2015 and 2016. One of those surveys may include:

**Keene Readiness Center Phase 1B Survey of approximately 2.5 Acres:** A Phase 1B Intensive Archaeological Investigation shall be performed on land at the Keene Readiness Center ("Keene RC") within the western 2.5 acres designated as "Archaeological Restricted Area" (see enclosed Figure entitled "Keene Readiness Center"), updated November, 2012, on the 6.5 acre Keene RC property in Keene, NH. The TAG estimates that 42 STPs will be included in the general distribution of the transects within this referenced area.

A Phase 1A Archaeological Planning Level Survey was conducted on this property under Section 110 of the National Historic Preservation Act by Robert G. Goodby, Ph.D. of Victoria Bunker, Inc. Although this survey noted a lack of historic archaeological features and no prehistoric archaeological sensitivity, only a visual inspection and four soil auger points were performed, and only one auger point was located in the western tier of the property.

In a letter dated November 28, 2012, in response to NHARNG's request for concurrence on the status of requirements for future archaeological surveys on NHARNG properties, the NHDHR concurred that a Phase 1B archaeological survey is needed for the Northwest quadrant (near the Tenant Swamp site) in the back wooded area of the Keene Readiness Center property.

### **1.4 ARCHEOLOGICAL SURVEY STANDARDS:**

The 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 NHDHR, appropriate documentation must be submitted for the supervisory archaeologist for NHDHR 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 Primary Contact 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](http://www.nh.gov/nhdhr/archaeology_forms_manuals.htm)

### **1.5 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

### **1.6 PERIOD OF PERFORMANCE**

The period of performance will be from the date of Governor and Executive Council approval (expected September 2014) through March 31, 2017.

### **1.7 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

[eileen.f.chabot.nfg@mail.mil](mailto:eileen.f.chabot.nfg@mail.mil)

## **2.0 PROJECT TASKS**

### **Task 1: Proposed Investigational Plan**

Before commencing any field work, the Contractor will prepare a concise Investigational Plan, including a short description of the proposed strategy for subsurface testing, a figure depicting the general proposed locations for transects and shovel test pits (STP), test excavations or auger sampling points and a brief description of how unanticipated conditions (such as buried A horizon or refusal) will be handled by the project archaeologist in the field.

All proposed Investigational Plans will be provided to the TAG Primary Contact within two (2) weeks of the issuance of a Notice to Proceed for a particular project. The TAG will review and approve the investigational plan within two (2) weeks of receipt, or request that revisions be made by the Contractor prior to conducting any field work. The TAG may consult with the NHDHR in reviewing proposed Investigational Plans.

### **Task 2: Field Work**

Field work must conform to the Archaeological Survey Standards to determine if identified Archaeological Sensitive areas are to remain sensitive sites. In addition, the field work shall determine if the surveyed areas can be cleared for training, construction and other disturbance, or if Archaeological Sites are present. 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 selectively 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 high sensitivity and moderate sensitivity areas. The TAG will provide information as needed in advance of fieldwork regarding any habitat management areas of federal or state endangered/threatened wildlife and/or plant species.
- (d) Collection of GPS coordinates for every STP with a hand held GPS device.

All approved field work shall be completed within three (3) months of the Notice to Proceed for a specific project.

### **Task 3: Prepare A Draft Report**

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 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 **1.5** (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](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 9.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within five (5) months of a Notice to Proceed. TAG will take up to 1 month (30 days) to review and comment on the Draft Report.

#### **Task 4: Draft GIS Data**

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 five (5) months of a Notice to Proceed. TAG Primary Contact will take up to 1 month (30 days) to review and comment on the Draft GIS Data.

#### **Task 5: Prepare Final Report**

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](http://www.nh.gov/nhdhr/archaeology_forms_manuals.htm) requirements. TAG Primary Contact will take up to one month (30 days) to review and comment on the Final Report.

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 9.0 Professional .pdf on CD-ROM) to the TAG Primary Contact within seven (7) months of the Notice to Proceed.

#### **Task 6: Final GIS Data**

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 1.5 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 five (5) months of a Notice to Proceed. TAG Primary Contact will take up to 1 month (30 days) to review and comment on the Final GIS Data.

## **Task 7: Inventory Forms and Artifact Curation**

All newly-discovered archaeological sites to be registered with NHDHR must be documented on current NHDHR 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 NHDHR requirements and will be delivered to the NHDHR's curation facility at the same time as the Final Report. The Contractor will contact the NH State Archaeologist to make arrangements for delivery.

NHDHR Inventory Forms (for newly discovered archaeological sites) and artifacts are to be delivered to the NHDHR within seven (7) months of the Notice to Proceed.

### **3.0 PROJECT IDENTIFICATION, COSTS AND EXECUTION ON SITES YET TO BE DETERMINED IN 2015 AND 2016:**

a. TAG anticipates that one (1) to four (4) additional archaeological projects may need to be executed in 2015 and 2016. 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.

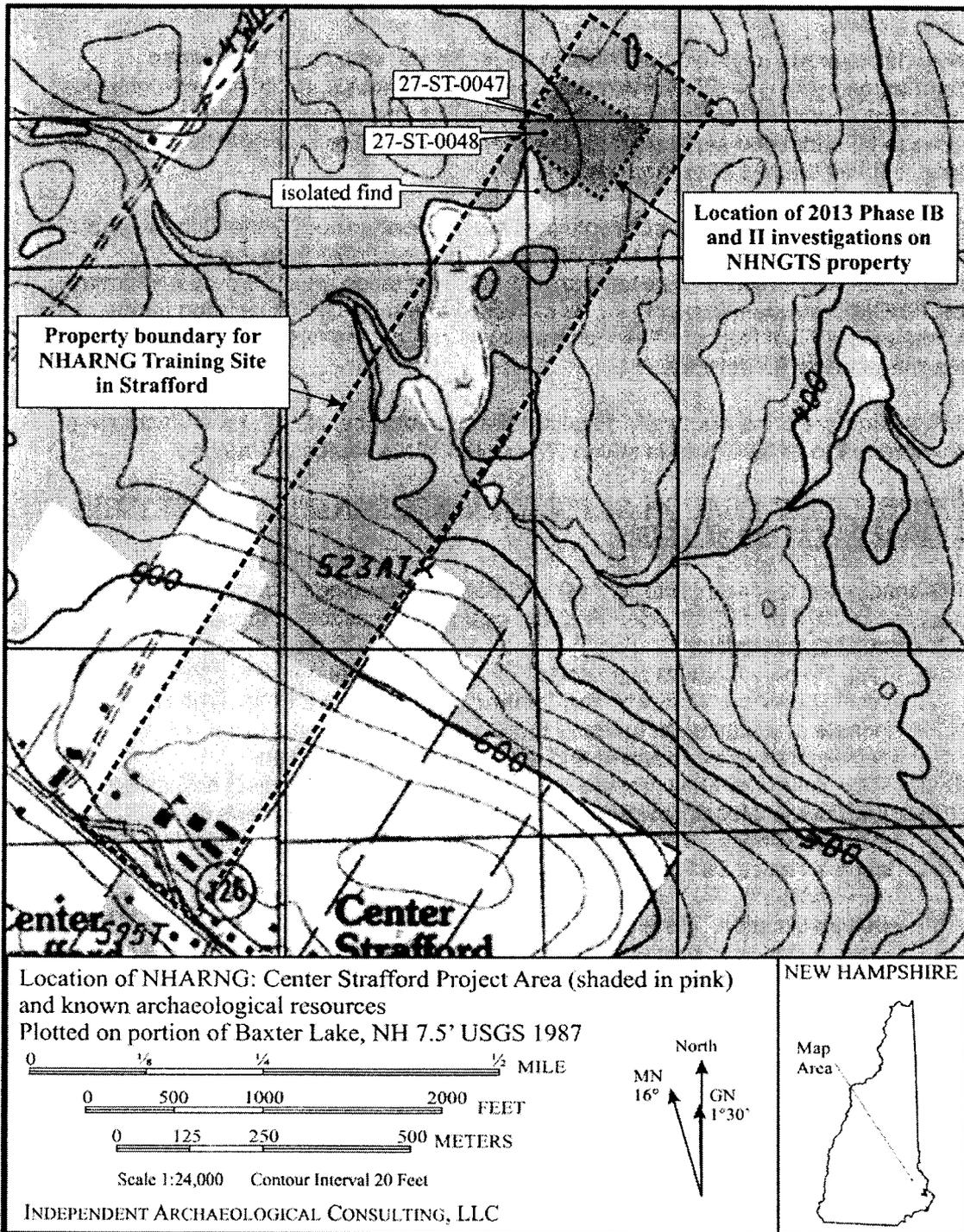


Figure 1. Location of Center Strafford project area and known archaeological sites within the New Hampshire National Guard Training Site on USGS Quadrangle map.

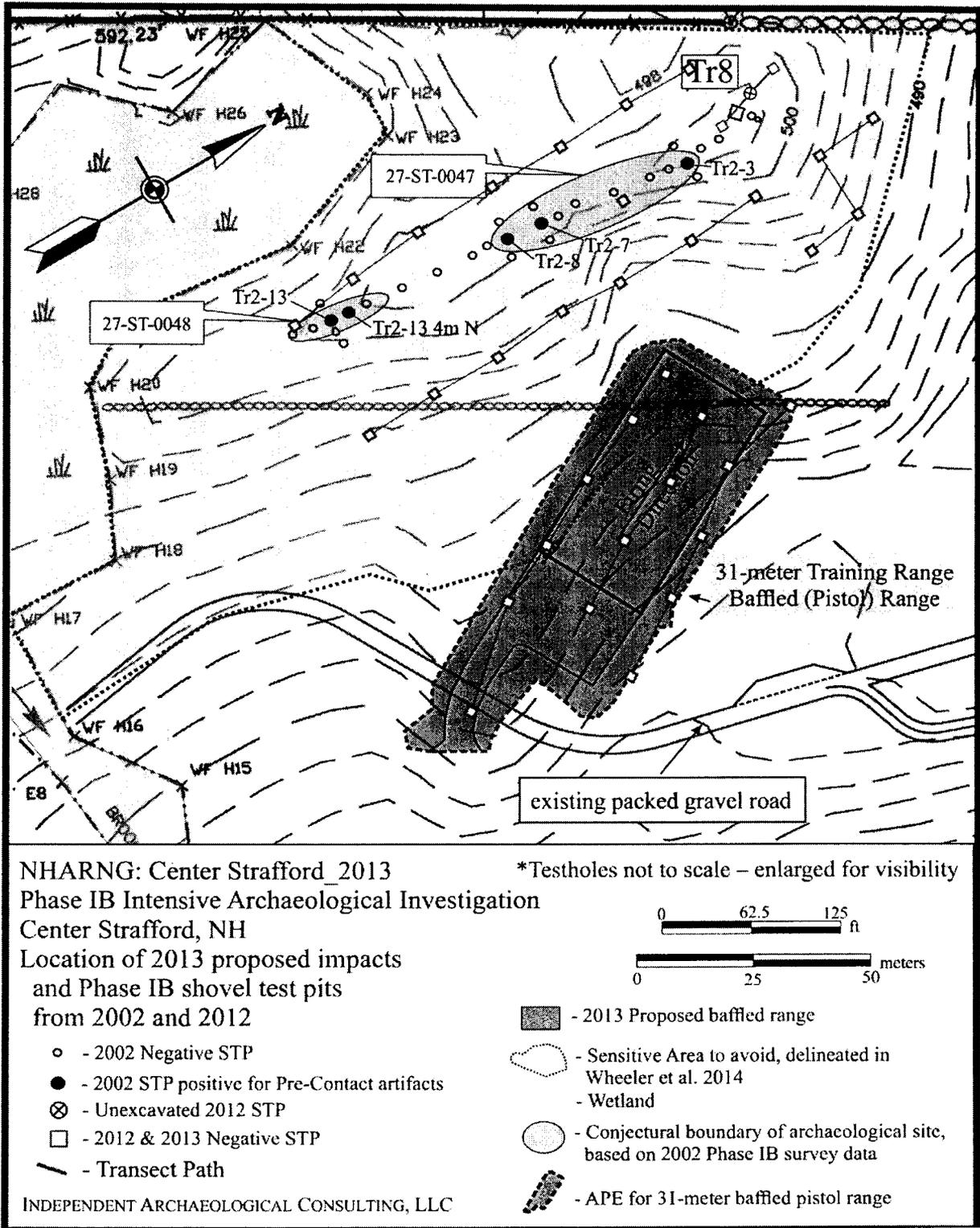


Figure 10. Plan showing 2013 proposed baffled range and Sites 27-ST-0047 and -0048 and all testing in the area that has taken place since 2002.

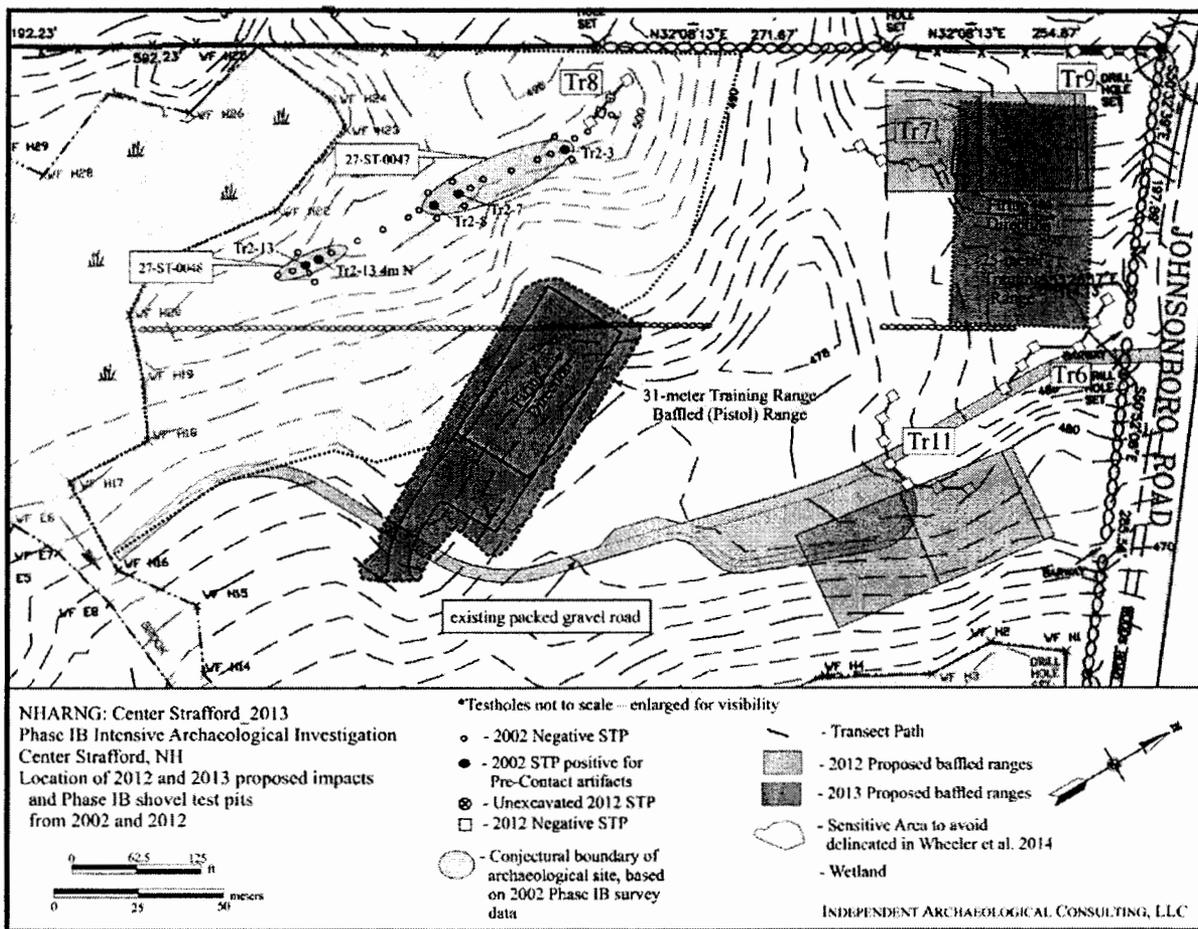


Figure 2. Plan of proposed 2012 and 2013 impacts, with locations of 2002 and 2012 testholes.

# Pembroke Regional Training Institute Test Areas

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.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Scale: 1:12,000 1 inch = 1,000 feet  
NAD 1983 State Plane New Hampshire FIPS 2800 feet

### Legend

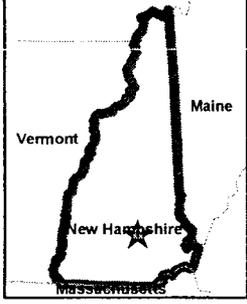
-  Test Area
-  Installation Boundary

Map depicting areas areas to be tested at the Pembroke Regional Training Institute.

Data Source: ESRI, NHARNG

Disclaimer: No warranty is made by NH National Guard as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. This map is a "living document", in that it is intended to change as new data become available and is incorporated into the Enterprise GIS database.

Date: 7/1/2014 by Arin Mills, NGNH-FMO-ENV



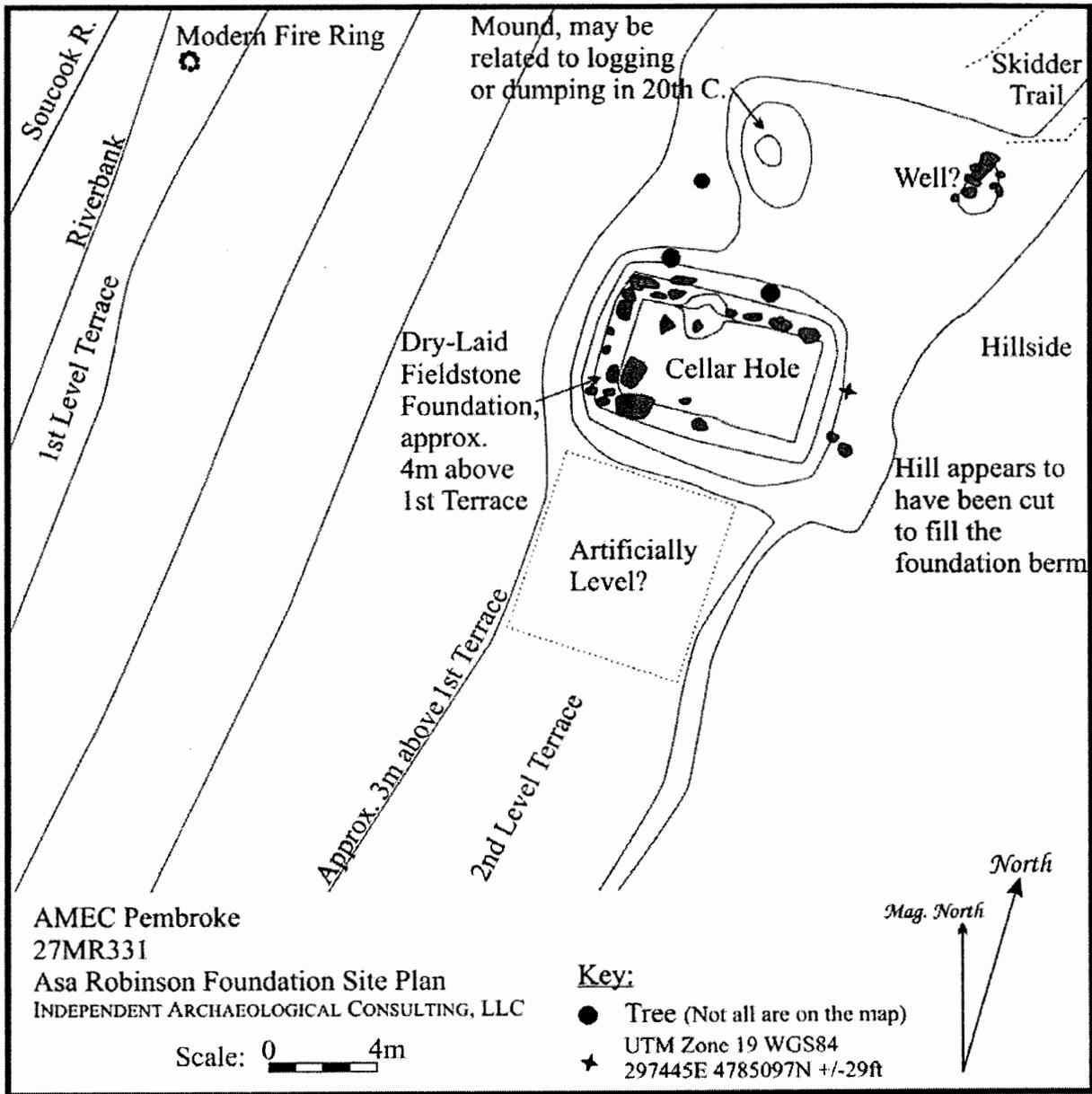


Figure 13. Plan of Asa Robinson Foundation, 27-MR-0331. SOURCE: (AMEC, 2007)

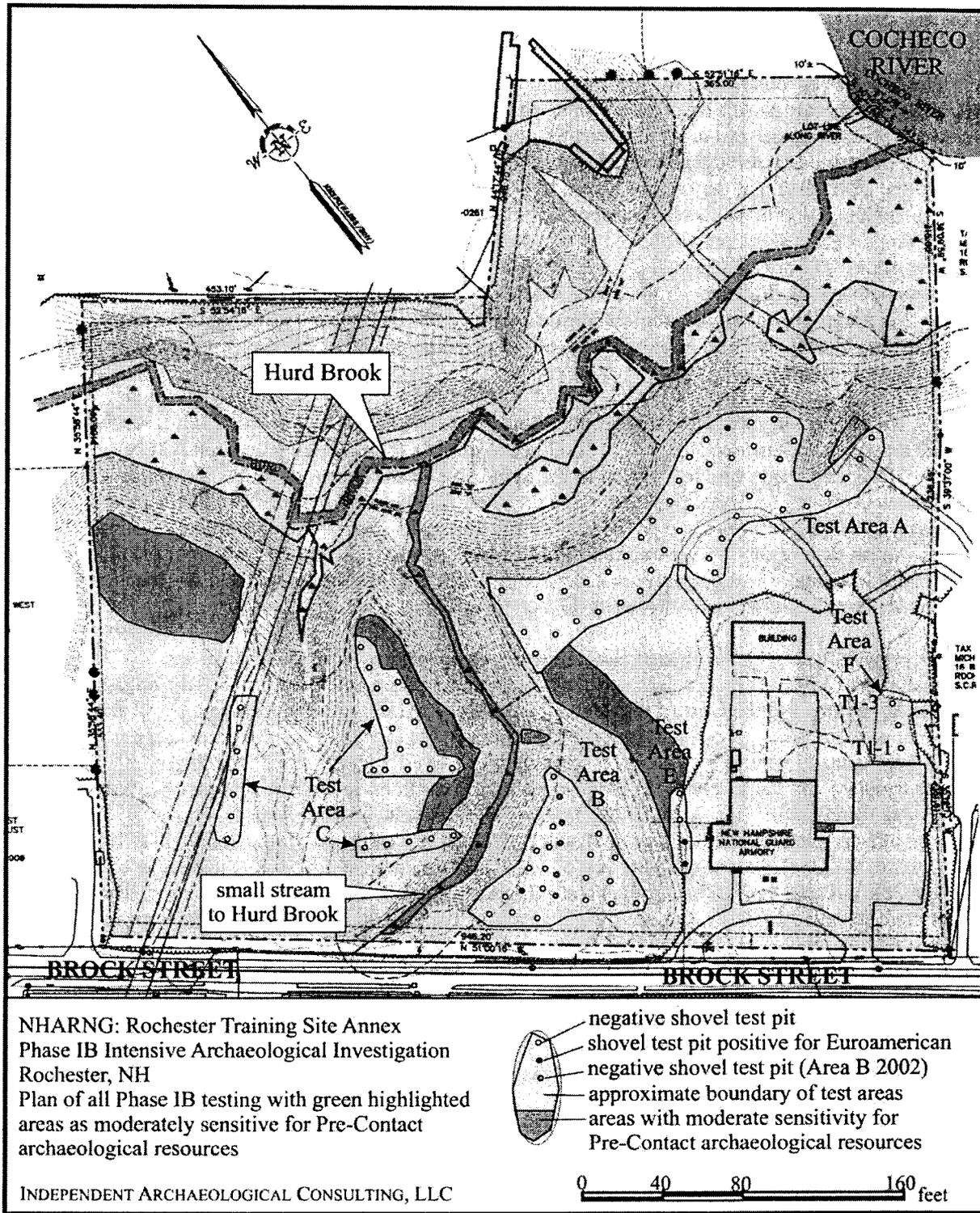


Figure 17. Comprehensive figure showing all Phase IB testing and areas that remain sensitive for Pre-Contact archaeological resources (shaded in green). None of the Rochester Training Site Annex property is sensitive for Post-Contact archaeological resources.

## CONCLUSION AND RECOMMENDATIONS

A Phase IA survey conducted by the Sargent Museum in 1999 designated several portions of the NHARNG Rochester Annex Readiness Center complex that as highly sensitive for Pre-Contact Native American archaeological resources (Stewart-Smith, Clark, and Stinson 1999). In 2002, IAC conducted Phase IB intensive archaeological investigations in three areas – A, B, and C. We have included site plans of the 2002 testing in the present report, to better represent the location of shovel test pits, now that we have existing conditions plans with topographic detail. These plans were not available at the time of the 2003 report production, and we hoped to update the locational information of 2002 fieldwork with this mapping effort. We are also including an updated sensitivity map, showing areas where Phase IB testing is still recommended (Figure 17); the areas shaded in green have moderate sensitivity for Pre-Contact (Native American Indian) archaeological resources, based on their proximity to Hurd Brook or the small feeder stream leading to Hurd Brook. None of the parcel is sensitive for Post-Contact (Euroamerican) archaeological resources.

In 2013, we had the use of a hand-held Trimble Juno 3B data collector with a Pro 6H GPS receiver, which data we downloaded into ArcGIS 10.2. These locational data for each shovel test pit will be provided to the NHARNG as a shape file, in addition to the maps here in the report. IAC has also included a list of the UTM coordinates for the shovel test pits excavated in 2013 as Appendix B. We did not have GIS capability or a Trimble unit when we conducted our Phase IB intensive archaeological investigation in 2002, so these data cannot be geo-referenced. However, we have taken the data from our 2002 sketch maps made in relation to topography and surface features and have approximated the location of 2002 shovel test pits and mapped them on Figure 17.

Current project plans propose impacts to three areas, designated as Test Areas B, E, and F. The area of potential effect (APE) for this project was the site of the proposed detention basin (Area B); new parking area and landscaping to the west of the Armory building (Area E); and the proposed gravel access to the northwest of the fenced compound (Area F). Test Area B, the largest of the three test areas, is comprised of an elevated sandy land form with north westerly views overlooking a stream feeding into Hurd Brook, a small tributary off the Cocheco River. The 2013 excavations revealed minimal disturbances to the natural soils present in Test Area B and below the fill levels in Test Area F. However, despite the presence of intact natural soil horizons in TA B, IAC found no evidence of Pre-Contact Native American resources on the landform and the recovery of only six Euroamerican artifacts is indicative of ephemeral use. In Test Area E, two of four shovel test pits yielded stratified natural soil horizons, while the two others were excavated within a sewer trench; much of the landform immediately adjacent to the small feeder stream is moderately sensitive for Pre-Contact archaeological resources. In Test Area F, grading and accumulations of re-deposited soil has obliterated the natural sequence of stratified soil horizons, and with it, the integrity of potential archaeological deposits. For the present project – the development of new parking along with a detention basin – IAC recommends no further survey in Test Areas B, E and F, so long as construction impacts do not exceed the boundaries of the areas tested. For instance, if the gravel parking area in Test Area F is expanded to the north, more Phase IB testing will be required.

As noted in Figure 17, we identify three areas (shaded in green) that are moderately sensitive for Pre-Contact archaeological resources. As of this writing, the NHARNG has not proposed any impacts to these areas, so we have not completed any testing there. If impacts are planned for these sensitive areas, we propose a Phase IB intensive archaeological investigation to confirm whether archaeological resources are present.

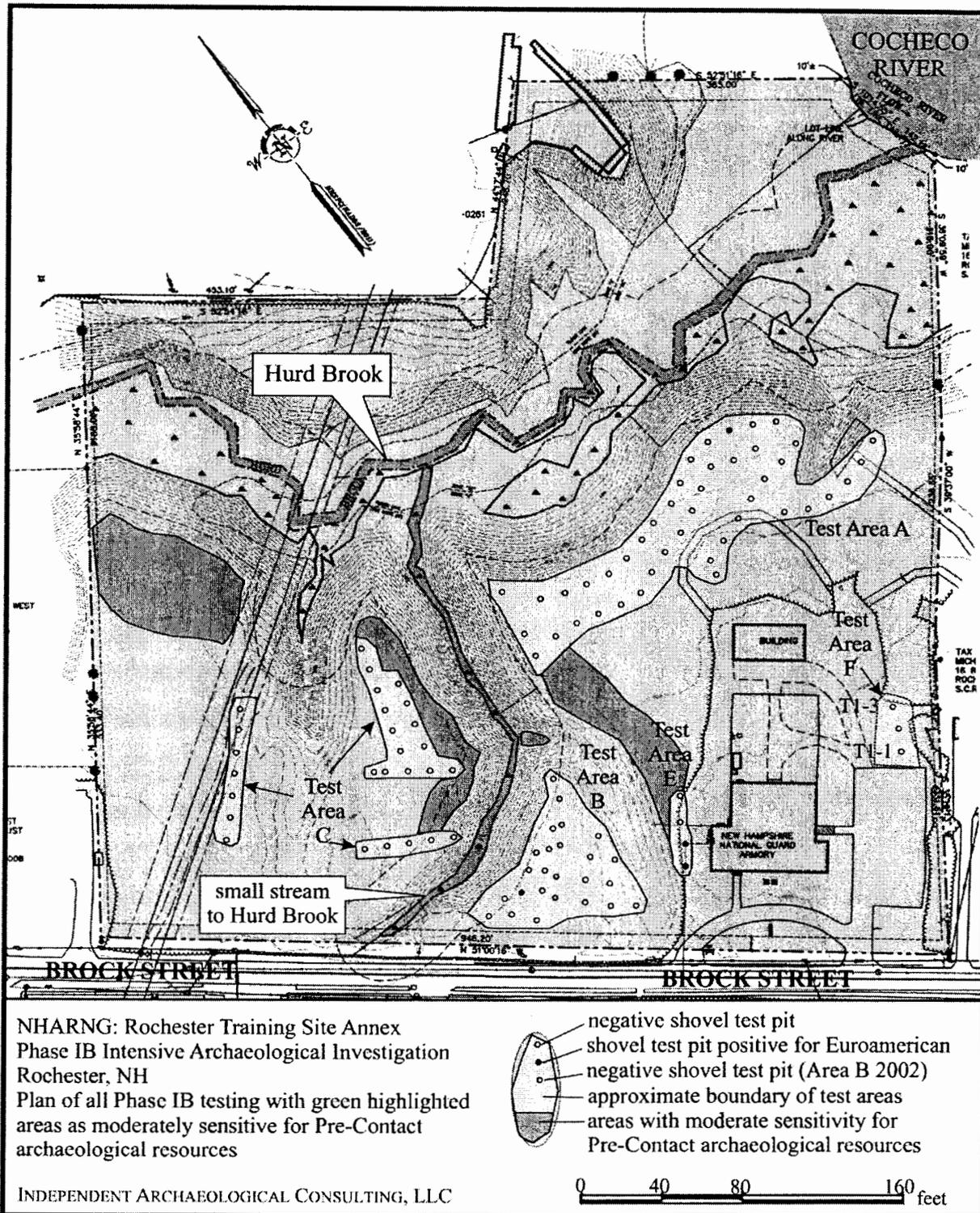


Figure 17. Comprehensive figure showing all Phase IB testing and areas that remain sensitive for Pre-Contact archaeological resources (shaded in green). None of the Rochester Training Site Annex property is sensitive for Post-Contact archaeological resources.

# Keene Readiness Center Test Area

Per 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.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Scale: 1:2,400  
1 inch = 200 feet  
NAD 1983 State Plane New Hampshire FIPS 2800 feet

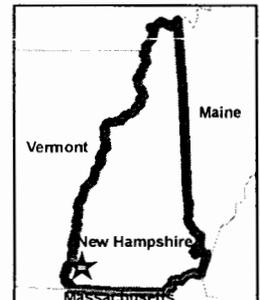
## Legend

-  Test Area
-  Installation Boundary

Map depicting areas areas to be tested at the Keene Readiness Center.

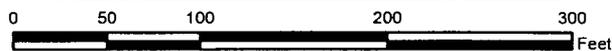
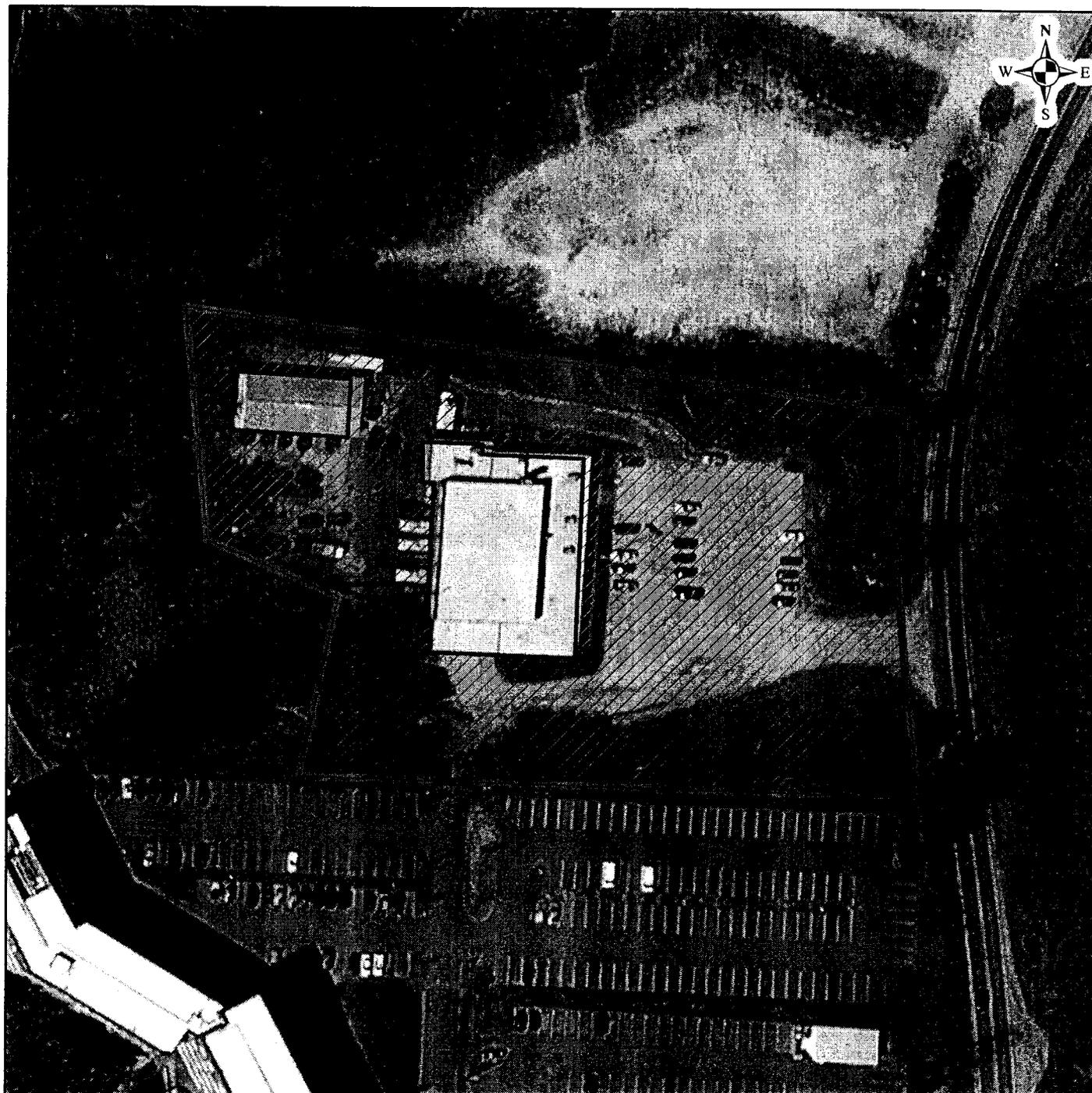
Data Source: ESRI, NHARNG

Disclaimer: No warranty is made by NH National Guard as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. This map is a "living document", in that it is intended to change as new data become available and is incorporated into the Enterprise GIS database.



Date: 7/1/2014 by Arin Mills, NGNH-FMO-ENV

# Plymouth Readiness Center



1:1,200 scale, NAD 1983 State Plane New Hampshire FIPS 2800 feet

Archaeological survey status of NHARNG Plymouth Readiness Center

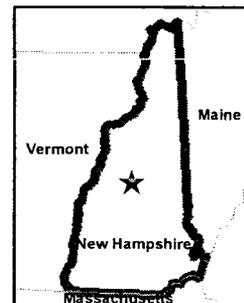
Data Source: BING Imagery, NHARNG

Disclaimer: No warranty is made by NH National Guard as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. This map is a "living document", in that it is intended to change as new data become available and is incorporated into the Enterprise GIS database.

Updated November 2012 by Arin Mills, NGNH-CS-ENV  
 \\Ngnha7-gis-01\Maps\Environmental\Cultural\_Resources

## Legend

-  Installation Boundary
-  Archaeological Restricted Area
-  Archaeological Cleared Area



**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT  
P37 AGREEMENT  
EXHIBIT B - THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF  
PAYMENT**

**SUBJECT:** Archaeological Services 2014 - 2016

**The Contract Price**

The Adjutant General's Department will pay the contractor a maximum total of \$162,000.00. 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.

**Terms of Payment**

The Adjutant General's Department will pay the contractor based approved project task completion including any deliverables and receipt of an accurate invoice. Invoiced prices shall be based on task prices specified in the itemized Contractor cost proposal.

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

**P-37 AGREEMENT  
EXHIBIT C - SPECIAL PROVISIONS**

**SUBJECT:** Archaeological Services 2014-2016

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 per person bodily injury liability, \$500,000 per occurrence bodily injury liability and \$50,000 property damage liability.

**5. ADD the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:**

**Section 803: 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 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 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 45.

**Section 804: 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; Exhibit C

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.

### **Section 805: Drug-Free work Place.**

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 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.).

### **Section 806: 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 Resources Conservation and Recovery Act (RCRA);

(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 Subpart J of 40 CFR part 32;

(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.

(9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

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).

#### **Section 807: 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. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Section 808: Debarment and Suspension.**

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

#### **Section 809: 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. 10). 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.

**Section 810: 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.

**Section 811: 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.

**Section 812: 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 327-330) 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  
THE ADJUTANT GENERAL'S DEPARTMENT  
P37 AGREEMENT  
EXHIBIT D - Environmental Management System  
Notice for Contractors and Contractor Employees**

**SUBJECT:** Archaeological Services 2014 - 2016

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Solid Waste and Recycling
- Vehicle Travel (fleet) Between Work Stations

These 3 significant aspects and their associated impacts are closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from Energy Use by Heating Ventilation and Air Conditioning (HVAC) activities. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

### **Energy Use**

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or

NHARNG environmental Management System (eMS)  
ISO 14001:4.4.2 Competency, Training and Awareness

reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

### **Vehicle Travel (fleet) Between Work Stations**

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

### **Solid Waste and Recycling**

The NHARNG is committed to diverting waste through recycling efforts. Contracts that include the disposal of waste will seek the highest level of reuse and recycling within the scope of the contract. All levels of recycling specified in the contract will be achieved and documented. The documentation of recycling and reuse will be submitted to the NHARNG in accordance with contract specifications. Executive Order 13514 specifies that at least 50 percent of construction and demolition materials and debris and at least 50 percent of non-hazardous solid waste must be diverted. Diverting means redirecting materials that might otherwise be placed in the waste stream to recycling or recovery.

### **Significant aspects likely to be affected by contractor's activities, products, or services:**

(To be discussed at the Kickoff meeting)

### **Review of specific contract provisions related to environmental aspects:**

(To be discussed at the Kickoff meeting)

### **Contact Information:**

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439  
NHARNG Environmental Compliance Specialist: Ms. Rebecca Martin (603) 227-5124

### **Resources Provided Upon Contractor Request:**

NHARNG Integrated Cultural Resources Management Plan (ICRMP)  
NHNG Green Procurement Plan  
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)  
NHARNG Hazardous Waste Management Plan  
Executive Order 13514  
Executive Order 13423

NHARNG environmental Management System (eMS)  
ISO 14001:4.4.2 Competency, Training and Awareness  
Page 2 of 2

**Version 7: February 2014**

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. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 20, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of July, A.D. 2014

A handwritten signature in cursive script, 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) Ellen R. Cowie hereby certify that I am duly elected  
~~Secretary~~ of (Corporation) Northeast Archaeology Research Center, Inc.  
Clerk

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 3/26/2009.

VOTED: That (Name) Ellen R. Cowie is duly authorized to enter into a  
specific contract namely "Archaeological Services 2014-2016" with the State of New  
Hampshire, Adjutant General's Department and further authorized to execute any documents  
which may in his judgment 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) 3/26/2009 and that (Name) Ellen R. Cowie  
is duly elected (Title) President and Clerk of this Corporation.

+

NO Seal

CORPORATE SEAL

ATTEST:   
(Corporate Secretary)

DATE: 7/14/14

+

NOTARY SEAL

ATTEST:   
(Notary Public)

COMMISSION EXPIRES: 6/17/2021

DATE: 7/14/14

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shiretown Insurance Agency P.O. Box 392 166 Main St Farmington ME 04938-		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 778-5282 FAX (A/C, No): (207) 778-9453 E-MAIL ADDRESS: shireins@gwi.net PRODUCER CUSTOMER ID #: Northeast Archaeology Research Cent	
<b>INSURED</b> Northeast Archaeology Research Cent 382 Fairbanks Road Farmington ME 04938-		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Peerless Insurance INSURER B : MEMIC INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BKS55983680	02/25/2014	02/25/2015	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					/ /	/ /	MED EXP (Any one person)	\$ 15,000
					/ /	/ /	PERSONAL & ADV INJURY	\$ 2,000,000
					/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
					/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
					/ /	/ /	NOWND	\$
	AUTOMOBILE LIABILITY				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS				/ /	/ /		\$
	NON-OWNED AUTOS				/ /	/ /		\$
	UMBRELLA LIAB				/ /	/ /	EACH OCCURRENCE	\$
	EXCESS LIAB				/ /	/ /	AGGREGATE	\$
	DEDUCTIBLE				/ /	/ /		\$
	RETENTION \$				/ /	/ /		\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810090603	02/26/2014	02/26/2015	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	/ /	/ /	E.L. EACH ACCIDENT	\$ 500,000
					/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 500,000
	INMRC			BKS55983680	02/25/2014	02/25/2015		

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

**CERTIFICATE HOLDER****CANCELLATION**

( ) - ( ) -  
 State of New Hampshire  
 Adjunct General's Department  
 1 Minuteman Way  
 Concord NH 03301-5607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**“REQUEST FOR PROPOSALS”**

**SUBJECT: Archaeological Services 2014 - 2016**

The Adjutant Generals Department is accepting written proposals until 4:00 p.m., prevailing time on Thursday the 17th day of July 2014 for Archaeological Services 2014-2016. The Archaeological surveys in 2015 and 2016 are contingent upon funding. Written proposals can be mailed or shipped to the Adjutant General's Department, NGNH-FMO-ENV (ATTN: Zachary Boyajian), 1 Minuteman Way, Concord, NH 03301. Written proposals may be hand delivered the Building F, State Military Reservation, 1 Minuteman Way, Concord, NH 03301.

The specifications of the contract are identified on the attached sample P-37 Standard Agreement, Exhibit A (The Services), Exhibit B (The Contract Price, Method of Payment and Terms of Payment), Exhibit C (Special Provisions), and Exhibit D (Environmental Management System Notice for Contractors and Contractor Employees).

The Adjutant General's Department, State of New Hampshire reserves the rights to accept any or all proposals, or reject any or all proposals, that may be in the best interest of the state. It is also understood that the Adjutant General's Department, State of New Hampshire reserves the right to award all or a portion of the proposals. Companies, corporation or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Offices Concord, NH 03301, phone (603) 271-3244/3246.

Complete proposals will include: 1) Proposal Form, 2) Certificate of Authority, 3) Certificate from the Secretary of State's Office, 4) Certificate of Insurance showing coverage in the amount identified on the P-37 Standard Agreement, Section 14, 5) Description of staff members and qualifications, 6) Total itemized cost for the each specified project per task including all labor, materials and expenses, 7) 3 customer references.

Proposals will be evaluated to ensure all required proposal documents were provided, personnel specified to perform the work are sufficiently qualified through education and/or experience, and references provide favorable responses to the products received and experience working with the contractor. The Adjutant Generals will then consider the proposal price and the value of any additional cost to inform our selection.

Written or verbal communications should be addressed to: The Adjutant General of New Hampshire, NGNH-FMO-ENV (ATTN: Zachary Boyajian), State Military Reservation, 1 Minuteman Way, Concord, NH, Phone (603) 227-1439, [zachary.l.boyajian.nfg@mail.mil](mailto:zachary.l.boyajian.nfg@mail.mil)

**STATE OF NEW HAMPSHIRE**  
**THE ADJUTANT GENERAL'S DEPARTMENT**  
"PROPOSAL FORM"

**SUBJECT:** Archaeological Services 2014 - 2016

**PROPOSAL DUE DATE AND TIME:** Thursday July 17th, 2014, 4:00 p.m.

**LOCATION:** Building F, State Military Reservation, 1 Minuteman Way, Concord NH

Greetings:

The undersigned, having carefully examined the specifications for Archaeological Services 2014 - 2016 and hereby Propose to furnish all materials, to perform all work for the above described project and provide all deliverables in strict accordance with said specifications.

The Adjutant General's Department, State of New Hampshire reserves the right to award all or portions of the contract and to reject all or portions of any Proposal.

In submitting this Proposal, it is understood that the Proposal Price is for the sum of all including all labor, materials and expenses found in the Proposal Form/Agreement Exhibit A, as per specifications, and shall be considered the fixed total price. It is also understood that the owner reserves the rights to accept any or all Proposals, or reject any or all Proposals, that may be in the best interest of the state.

The PROPOSAL PRICE Includes all work described in Exhibit A for each project:

PROJECT AND EXPECTED YEAR	INDIVIDUAL PROJECT PRICE
1. Pembroke Phase 1B- Test Area 7, (2014)	\$ _____
2. Pembroke Phase 1B - Test Area 8, (2014)	\$ _____
3. Center Strafford Phase II DOE, (2014)	\$ _____
4. Pembroke Phase 1B/ Phase II - Asa Robinson Homestead (2015)	\$ _____
5. Rochester Training Site Annex Phase 1B (2015)	\$ _____
6. Keene Readiness Center Phase 1B (2015)	\$ _____
7. Plymouth Readiness Center Phase 1A (Auger Testing (2015)	\$ _____

**TOTAL PROPOSAL PRICE:**

The sum of all Specified Projects Prices as listed above.

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written Amount) (Numerical)

The Adjutant General's Department, State of New Hampshire, will estimate the value of the Contract for work to be completed in 2016 based on the higher of proposed prices for 2014 and 2015.

In accordance with the Requirements of the "Request for Proposals" The following documents are being submitted with this Proposal Form to make a complete Proposal (Please Check that each has been attached):

- \_\_\_\_\_ Certificate of Authority
- \_\_\_\_\_ Certificate of Good Standing (Corporate Division, Secretary of State's Office)
- \_\_\_\_\_ Certificate of Insurance (P-37 Standard Agreement Section 14)
- \_\_\_\_\_ Description of staff members and qualifications
- \_\_\_\_\_ Total itemized cost per task for each project
- \_\_\_\_\_ List of 3 customer references

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

## The Adjutant General's Department

Archaeological Services 2014-2016

### Proposal Evaluation Panel Background Information

ZB – Bachelor of Science in Natural Resource Studies; Masters of Science in Resource Management and Administration. He has been working for the Adjutant Generals Department as an Environmentalist for 18 years, 10 of those years as the Environmental Program Manager. He has been responsible for hazardous waste management or an alternate manager for 17 of those years. In addition Mr. Boyajian has performed duties as managing underground and aboveground storage tanks, spill prevention control and countermeasures plans, air emissions, stormwater, and drinking water programs.

AM- Bachelor of Science in Environmental Science, Minor in Plant Biology. She has been working for the Adjutant Generals Department for almost 10 years as the Natural Resource Manager. Duties include management of the Natural Resource, Endangered Species, Pest Management, Wetlands/Shoreland Protection, Geographic Information Systems (GIS) and assistance with in the Wildland Fire program. Prior to working for the Adjutant General Ms. Mills worked for both the Department of Transportation and University of NH (GRANIT) with responsibilities in GIS data development.

EC – Bachelor of Science Degree in Biology; Masters Public Health, UNH. She has 22 years experience working for the State of New Hampshire in the field of environmental compliance; including but not limited to cultural resources, air resources, National Environmental Policy Act environmental impact analysis, environmental condition of property, compliance cleanup, environmental compliance inspection and auditing, operational noise, storm water management, pollution prevention and integrated contingency planning. She has been a co-author of three environmental assessments for the New Hampshire Army National Guard. She has also been engaged in environmental purchasing and contracting to include scope of work development, evaluation of cost proposals, project budgeting, coordination, document review and project management for various environmental contracts in the State Adjutant General's Department since 1992. Prior to joining the NH Adjutant General's Department, she worked for several municipalities in the State of Massachusetts in the field of wetlands conservation and protection and environmental health for 5 years.