

YBK
86



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

May 6, 2019

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract with The Public Archaeology Laboratory, Inc. (VC #248327), Pawtucket, RI in the amount of \$44,837 to provide consultant services at Fort Stark State Historic Site upon Governor and Executive Council approval through December 31, 2019. **50% Agency Income and 50% Capital Funds**

Funding is available as follows pending budget approval for Fiscal Year 2020:

	<u>FY 2019</u>	<u>FY 2020</u>
03-35-35-350010-34050000 Conservation Plate Funds 103-502664 Contracts for Op Services		\$22,837
03-35-35-350030-17220000 17-228:1-XVIII:D Restorations at Historic Sites 034-500152-35B081AP	\$22,000	

EXPLANATION

In February 2019, the Division of Parks and Recreation, Bureau of Historic Sites issued a Request for Qualifications (RFQ) to select a qualified consultant with expertise to prepare a Historic District Area Form and Phase I Archaeological Survey of Fort Stark Historic Site for planning purposes. Eleven firms responded to the RFQ solicitation. A selection committee reviewed the proposals and scored them based on pre-determined set of criteria as indicated in the RFQ solicitation. The Public Archaeology Laboratory, Inc. was selected because of their project approach and expertise in researching and delivering cultural resource reports. A list of firms and the scores are attached for your information.

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

Respectfully Submitted,

Concurred,

(initials)

Philip A. Bryce
Director

Sarah L. Stewart
Commissioner

Fort Stark Consultant Services

Firm	Ranking	Q&E 50pts	Historic Survey 20pts	Archaeology Survey 20pts	Report Coordination 10 pts	Total
Stephen Olausen Public Archaeology Laboratory 26 Main Street Pawtucket, RI 02860	1	50	19	15	8	92
Lynne Emerson Monroe Preservation Company 5 Hobbs Road Kensington NH 03833	2	48	15	12	7	82
Alice Domm RGA Cultural Resource Consultants 259 Prospect Plains Rd, Building D Cranbury, NJ 08512	3	43	14	17	7	81
Stephen Tull AECOM 250 Apollo Drive Chelmsford MA	4	40	13	18	7	78
Robert Bartone Northeast Archaeology Research Center, Inc. 382 Fairbanks Rd Farmington, ME 04938	5	40	13	12	7	72
Justin DiVirgilio Hartgen Archeological Associates, Inc. 1744 Washington Ave Ext Rensselaer, NY 12144	6	40	13	10	7	70
Robert Jacoby Tetra Tech 6 Century Dr., Suite 300 Parsippany, NJ 07054	7	39	10	10	7	66
Christopher Donta SWCA Environmental Consultants 15 Research Drive Amherst, MA 01002	8	39	10	10	7	66
Laura Knott Commonwealth Heritage Group 300 W. Main Street, Suite 201 Charlottesville, VA 22903	9	37	11	11	7	66
David George Heritage Consultants PO Box 310249 Newington, CT 06131	10	35	8	7	7	57
Alan Greene Paleowest Archaeology 1 Pierrepont Plaza, 12 th Floor Brooklyn, NY 11201	11	0	0	0	0	0



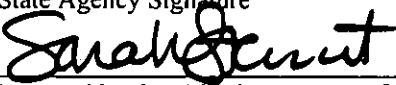
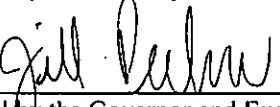
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

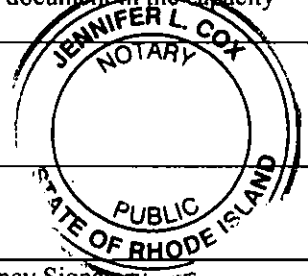
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH	
1.3 Contractor Name Public Archaeology Laboratory <i>INC.</i> <i>The on 5-3-19</i>		1.4 Contractor Address 26 Main Street, Pawtucket RI 02860	
1.5 Contractor Phone Number 401-728-8780	1.6 Account Number 17220000-500152-35B081AP 34000000-500528	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$44,837
1.9 Contracting Officer for State Agency Benjamin Wilson, Bureau Chief, Historic Sties		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deborah C. Cox, President	
1.13 Acknowledgement: State of Rhode Island , County of Providence On <u>April 15, 2019</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 Jennifer Cox, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>N/A</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>5/20/19</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

**Fort Stark Historic Site
Phase I Archeological Study
Historic District Area Form Preparation**

EXHIBIT A

Summary of Services

Task 1.0 Coordination

A PAL senior architectural historian (SAH) will serve as PAL's project manager and point of contact for all Project-related communications. The SAH will coordinate the fieldwork and research efforts for the HDAF and provide regular updates to the client about PAL's progress on the Project. A PAL senior archaeologist (SA) will coordinate the Phase I archaeological survey. The SAH and SA will be available for conference calls with DCNR and other parties to discuss the Project throughout the period of service.

Task 2.0 Historic District Area Form (HDAF)

The HDAF will evaluate the significance of Fort Stark as a component of the Portsmouth Harbor defensive system and within the national context coastal defense in the United States from the mid-eighteenth century through World War II. The development of a system of coastal defense was an essential component of military policy during the formative years of the nation when the risk of invasion from the sea posed the most serious threat to security. The prominent port cities that served as vital links in the country's commercial and communication systems were the most likely targets.

As the location of an important northeastern seaport and the Portsmouth Naval Shipyard, Portsmouth Harbor received its share of federal investment and was ultimately guarded by a group of mutually supporting coastal fortifications that covered the avenues of approach from the sea. Fort Stark was a key element of the outermost ring of the system due to its strategic location on Jaffrey's (a.k.a. Scope of Services Fort Stark Historic Site Historic District Area Form and Phase I Archeological Survey Jerry's) Point, which provided commanding views of the shipping lanes to the harbor and allowed for cross-fire between forts on Odiome Point to the south and Gerrish Island to the north. Initially developed as a fortification called Battery Cumberland in 1746, Jaffrey's Point was incorporated into the United States' First System of fortifications in 1794 and its importance to the Portsmouth Harbor defensive system grew steadily throughout nineteenth century. Following the Civil War, the site was selected as the centerpiece of government plans to protect the harbor by placing a 12-gun earth protected battery there. The recommendation of the Endicott Board in 1885, the site was expanded into the largest of the harbor's defensive installation named for Revolutionary War hero John Stark. Fort Stark was expanded, and its artillery modified regularly in response to changing technologies and the build-ups for U.S. wars starting with the Spanish-American War in 1898 and ending with World War II (1941-1945).

2.1 Research

The research will be directed at identifying readily available primary and secondary sources that will provide information about the history of Fort Stark. PAL will visit the DPR and DHR to review information those offices have about the fort. Additional research will be conducted at local and state repositories and on-line sites. The research will be sufficient to prepare a historic context statement and developmental history that will be used to evaluate the historical significance of Fort Stark.

2.2 Field Survey

A team of architectural historians will visit Fort Stark to examine existing conditions and record information about the aboveground resources that contribute to its significance. Each resource will be identified on a base map and notes will be taken to describe its current appearance, including the setting, physical condition, and character-defining architectural and military features. High resolution digital photographs will be taken of each resource in accordance with the NHDHR's Appendix A: Photographic Policy for Architectural Survey (April 2013). Additional photography will include general context views that show the resources in relation to their surroundings. A photo log will be kept, and the locations of the views will be recorded on the base map. District boundaries will be established and drawn in the field on the base maps.

2.3 Historic Context Statement and National Register Evaluation

After the completion of the research and field survey, PAL will prepare a historic context statement that identifies the important local, state, and national themes, trends, and events that impacted Fort Stark's development over time. The statement will document the various episodes of military development on Jaffrey's Point from mid-eighteenth century through the abandonment of Fort Stark following World War II.

Using the historical context statement as a basis, as well as information about any potential archaeological sites that may contribute, PAL will apply the National Register Criteria for Evaluation, identify applicable areas of significance, and determine the period of significance for a potential Fort Stark Historic District. If the district is found to be potentially eligible under one or more of the National Register criteria, PAL will assess whether the district retains integrity to the periods of significance and is eligible for the National Register. The results of the evaluation will be incorporated into a statement of significance that will be included in the HDAF.

2.4 HDAF Preparation

The HDAF will be prepared in accordance with the DHR publication *How to Complete the NH Division of Historical Resources Area Form*. All of the information requested on the forms will be filled completely and correctly. Written text portions will include the following sections:

- **Methods and Purpose:** brief explanation of the methodology used to conduct the research and field work and prepare the form.
- **Geographical Context:** general description of the natural environment and topography and how it influenced the historical development of the district or individual property.
- **Historical Background:** statement of the historical trends, events, and people that had an impact on the development of the area or individual property over time.

2.1 Research

The research will be directed at identifying readily available primary and secondary sources that will provide information about the history of Fort Stark. PAL will visit the DPR and DHR to review information those offices have about the fort. Additional research will be conducted at local and state repositories and on-line sites. The research will be sufficient to prepare a historic context statement and developmental history that will be used to evaluate the historical significance of Fort Stark.

2.2 Field Survey

A team of architectural historians will visit Fort Stark to examine existing conditions and record information about the aboveground resources that contribute to its significance. Each resource will be identified on a base map and notes will be taken to describe its current appearance, including the setting, physical condition, and character-defining architectural and military features. High resolution digital photographs will be taken of each resource in accordance with the NHDHR's Appendix A: Photographic Policy for Architectural Survey (April 2013). Additional photography will include general context views that show the resources in relation to their surroundings. A photo log will be kept, and the locations of the views will be recorded on the base map. District boundaries will be established and drawn in the field on the base maps.

2.3 Historic Context Statement and National Register Evaluation

After the completion of the research and field survey, PAL will prepare a historic context statement that identifies the important local, state, and national themes, trends, and events that impacted Fort Stark's development over time. The statement will document the various episodes of military development on Jaffrey's Point from mid-eighteenth century through the abandonment of Fort Stark following World War II.

Using the historical context statement as a basis, as well as information about any potential archaeological sites that may contribute, PAL will apply the National Register Criteria for Evaluation, identify applicable areas of significance, and determine the period of significance for a potential Fort Stark Historic District. If the district is found to be potentially eligible under one or more of the National Register criteria, PAL will assess whether the district retains integrity to the periods of significance and is eligible for the National Register. The results of the evaluation will be incorporated into a statement of significance that will be included in the HDAF.

2.4 HDAF Preparation

The HDAF will be prepared in accordance with the DHR publication *How to Complete the NH Division of Historical Resources Area Form*. All of the information requested on the forms will be filled completely and correctly. Written text portions will include the following sections:

- **Methods and Purpose:** brief explanation of the methodology used to conduct the research and field work and prepare the form.
- **Geographical Context:** general description of the natural environment and topography and how it influenced the historical development of the district or individual property.
- **Historical Background:** statement of the historical trends, events, and people that had an impact on the development of the area or individual property over time.

- Applicable NHDHR Historic Context(s) – list of NHDHR contexts that apply and are identified in the historical background statement.
- Architectural Description and Comparative Evaluation: a description of the resources within the district organized in a logical fashion to define the relationship of the resources to one another. The description will start with a summary paragraph describing the number and types of resources contained in the district. Subsequent paragraphs will describe the setting, including its natural and built environment, and descriptions of all countable resources. The narrative will include a comparative evaluation with properties of similar types and design, including other forts within the Portsmouth Harbor defense system, and address changes that have occurred within the district over time. A table listing all of the contributing and noncontributing resources in the district will be included at the end of the narrative.
- Statement of Significance: a statement defining how the property meets the criteria for listing in the National Register of Historic Places. The narrative will justify each applicable area of significance and define the themes, trends, events, and people that lend the district or individual property its significance. The statement will include the historical context in which the fort was developed and its various periods of use and modification to remain viable in the face of changing military technology.
- Period of Significance: statement defining the span of years during which the district achieved significance.
- Statement of Integrity: a narrative explaining how the property either retains or does not retain its historic integrity based on the seven aspects of integrity defined by the National Register.
- Boundary Justification: description of how and why the boundary for the district was established.
- Boundary Description: verbal description of the boundary.
- Bibliography.
- Location and sketch maps for the district or individual property. The location map will be a USGS topographic map that shows the general boundaries of the property in relation to surrounding political boundaries, roads and topographical features. The coordinate system used to prepare the location map will be by NH State Plane Feet. The sketch map will provide a visual representation of the property at an appropriate scale and include tax parcel information, scale, north arrow, and legend. All contributing and non-contributing resources and prominent landscape features will be clearly labeled to correspond with information provided on the form. The map will also show the district boundaries and location of Scope of Services Fort Stark Historic Site Historic District Area Form and Phase I Archaeological Survey photographic views. All PAL-generated GIS information will be compliant with the NHDHR mapping standards.

Task 3.0 Phase IA/IB Archeological Survey

PAL will conduct a Phase IA/IB archaeological survey of Fort Stark following guidelines established by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (63 FR 20496) and DHR's *Archaeological Standards and Guidelines* (revised March 2018). As per those guidelines, the following tasks will be completed as part of the archaeological survey component of the project.

3.1 Research

PAL will conduct research to develop site-specific environmental, cultural, and historical contexts for Fort Stark. The contexts will be used to assess the pre- and post-contact archaeological sensitivity of the property and identify the potential types and locations of archaeological resources it may contain. The research will include of a review of histories about the greater Portsmouth area and New Castle in general and Fort Stark in particular; the examination of historical maps and photographs; a review of the environmental and ecological characteristics the New Castle islands and Piscataqua River that have influenced the cultural and historical development of the area; and a review of the archaeological and historic site files, property management documents, municipal infrastructure plans, and cultural resource management reports archived at NHDHR, the Department of Cultural and Natural Resources, and the town of New Castle. To streamline research tasks and ensure content consistency between work products, the PAL archaeologists and architectural historians will work together closely on the research and share project narratives as appropriate.

3.2 Walkover Survey

PAL staff will conduct a walkover survey of Fort Stark to become familiar with the property and the known and potential archaeological resources within it. The walkover will include photographing the fort ruins and surrounding landscape; noting natural and artificial landforms and areas of observed or inferred ground disturbance; and recording surface remains potentially indicative of post-contact features pre-dating the fort construction. This information will be recorded on an existing conditions base map and be used to sensitize the property for pre- and post-contact archaeological resources.

3.3 Geophysical Survey

Concurrent with the walkover survey, a geophysical survey of Fort Stark will be conducted. The purpose of the geophysical survey will be to search for, and if detected, determine the horizontal positions and integrity of former foundations and other buried features within an approximately 1.2- acre area at the northwest corner of the property. Based on a discussion with David Trubey (DHR archaeologist and review and compliance coordinator) on March 19, 2019, and a preliminary review of historical maps, the area was formerly the site of a lifesaving station and coal shed/latrine (ca. 1910) and barracks, a mess hall, officer's quarters, a machine shop, and quartermasters supply building (ca. 1945).

The survey will be conducted by Hager-Richter Geoscience, Inc. as a subconsultant to PAL and will consist of three complementary geophysical methods: time domain electromagnetic induction metal detection (EM61); shallow frequency domain electromagnetic induction (EM38); and ground penetrating radar (GPR). An EM61 survey provides high resolution information regarding the distribution of buried metal that might be associated with former foundations, metallic utilities, and areas of buried metal debris to a depth of about 10 feet. EM38 detects changes in the bulk apparent conductivity of the subsurface that may relate to changes in water quality and geology to a depth of 5 feet. It also can provide information on the distribution of buried metal and limits of uncontrolled fill areas. The GPR detects interfaces of materials with contrasting electrical properties in the subsurface. The GPR survey can detect both metallic and non-metallic utilities, former foundations, and the limits of filled areas.

3.1 Research

PAL will conduct research to develop site-specific environmental, cultural, and historical contexts for Fort Stark. The contexts will be used to assess the pre- and post-contact archaeological sensitivity of the property and identify the potential types and locations of archaeological resources it may contain. The research will include a review of histories about the greater Portsmouth area and New Castle in general and Fort Stark in particular; the examination of historical maps and photographs; a review of the environmental and ecological characteristics the New Castle islands and Piscataqua River that have influenced the cultural and historical development of the area; and a review of the archaeological and historic site files, property management documents, municipal infrastructure plans, and cultural resource management reports archived at NHDHR, the Department of Cultural and Natural Resources, and the town of New Castle. To streamline research tasks and ensure content consistency between work products, the PAL archaeologists and architectural historians will work together closely on the research and share project narratives as appropriate.

3.2 Walkover Survey

PAL staff will conduct a walkover survey of Fort Stark to become familiar with the property and the known and potential archaeological resources within it. The walkover will include photographing the fort ruins and surrounding landscape; noting natural and artificial landforms and areas of observed or inferred ground disturbance; and recording surface remains potentially indicative of post-contact features pre-dating the fort construction. This information will be recorded on an existing conditions base map and be used to sensitize the property for pre- and post-contact archaeological resources.

3.3 Geophysical Survey

Concurrent with the walkover survey, a geophysical survey of Fort Stark will be conducted. The purpose of the geophysical survey will be to search for, and if detected, determine the horizontal positions and integrity of former foundations and other buried features within an approximately 1.2-acre area at the northwest corner of the property. Based on a discussion with David Trubey (DHR archaeologist and review and compliance coordinator) on March 19, 2019, and a preliminary review of historical maps, the area was formerly the site of a lifesaving station and coal shed/latrine (ca. 1910) and barracks, a mess hall, officer's quarters, a machine shop, and quartermasters supply building (ca. 1945).

The survey will be conducted by Hager-Richter Geoscience, Inc. as a subconsultant to PAL and will consist of three complementary geophysical methods: time domain electromagnetic induction metal detection (EM61); shallow frequency domain electromagnetic induction (EM38); and ground penetrating radar (GPR). An EM61 survey provides high resolution information regarding the distribution of buried metal that might be associated with former foundations, metallic utilities, and areas of buried metal debris to a depth of about 10 feet. EM38 detects changes in the bulk apparent conductivity of the subsurface that may relate to changes in water quality and geology to a depth of 5 feet. It also can provide information on the distribution of buried metal and limits of uncontrolled fill areas. The GPR detects interfaces of materials with contrasting electrical properties in the subsurface. The GPR survey can detect both metallic and non-metallic utilities, former foundations, and the limits of filled areas.

3.4 Phase IA Archaeological Sensitivity Memorandum and Phase IB Work Plan

Upon completion of the Phase IA research and walkover survey tasks, PAL will produce a Phase IA archaeological sensitivity memorandum. The memorandum will include:

- An introduction detailing the scope and authority of the project;
 - A USGS map showing the general location of the site;
 - A summary methods statement describing the Phase IA research and field tasks;
 - The results of the project research including the environmental, cultural, historical, and archaeological profile of New Castle and Fort Stark from the Pre-Contact Period to the present, and the results and relevance of the geophysical survey;
 - Representative photographs of the property;
 - A discussion of the pre- and post-contact archeological sensitivity of the property illustrated with color-coded archaeological sensitivity maps; and
 - A Phase IB archaeological survey work plan describing potential resources, the interpretive significance of those resources, and a recommended subsurface testing strategy with reference to known or anticipated project-related impacts to the site.
- PAL will submit the Phase IA memorandum to DHR for review and approval before initiating any recommended subsurface survey work; the geophysical survey report will be appended to the memorandum.

3.5 Phase IB Intensive Archaeological Investigations

Following DHR approval, PAL will conduct a Phase IB survey of Fort Stark as per the recommendations in the Phase IA sensitivity memorandum. The survey will follow DHR testing guidelines and will consist of 50-x-50-centimeter (cm) shovel test pits excavated at 8-meter (m) intervals or discretionarily-placed (as appropriate). For the purposes of the cost proposal, PAL assumes the excavation of approximately 40–50 shovel test pits.

3.6 Laboratory Processing and Curation

All recovered artifacts will be brought to PAL's laboratory facility in Pawtucket for processing and analyses. These activities will consist of cleaning, identification, and cataloging of any recovered cultural materials; the preliminary analysis of spatial distributions of cultural materials; and artifact photography of diagnostic or representative artifact types. Artifacts will be cataloged by unique artifact grouping in PAL's relational database system. Recorded fields include an artifact's material, function, manufacturing techniques, and date ranges. Following laboratory processing and cataloging activities, the artifacts will be stored in acid-free Hollinger boxes with box content lists and labels printed on acid-free paper. These boxes will be curated at PAL in accordance with the Secretary of the Interior's standards 36 CFR79 *Curation of Federally-Owned and Administered Archeological Collections* and the DHR's *Archaeological Standards and Guidelines* (2018) and *Curation Guidelines* (n.d.). The final disposition of the assemblage will be the subject of consultation among DPR, DHR, and PAL.

3.7 Phase IA/IB Archaeological Report

Following the completion of fieldwork, PAL will prepare a combined Phase IA/IB archaeological report. PAL anticipates the context narratives developed for the Phase IA survey will be used in their entirety in the Phase IB report and expanded using the results of the geophysical survey and subsurface testing. The report will follow the content guidelines

provided by DHR and will include management recommendations, a complete artifact catalog, and DHR archaeological site form(s).

EXHIBIT B

Contract Price

Total contract not to exceed: \$44,837.

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices.

Term

This contract shall commence upon approval Governor and Executive Council with a completion date of December 31, 2019.

EXHIBIT C

Special Provisions

There are no special provisions or changes to the contract.

Contractor Initials

Date

JOC
4/15/19

provided by DHR and will include management recommendations, a complete artifact catalog, and DHR archaeological site form(s).

EXHIBIT B

Contract Price

Total contract not to exceed: \$44,837.

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices.

Term

This contract shall commence upon approval Governor and Executive Council with a completion date of December 31, 2019.

EXHIBIT C

Special Provisions

There are no special provisions or changes to the contract.

Contractor Initials

Date

JCC
4/15/19

State of New Hampshire

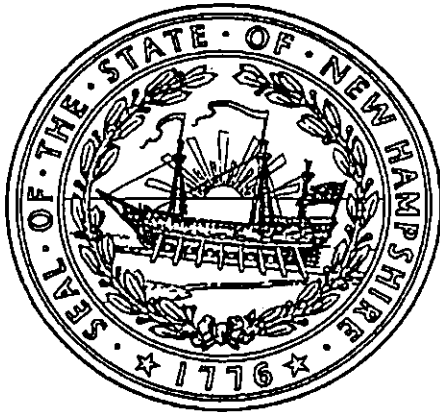
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE PUBLIC ARCHAEOLOGY LABORATORY INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on February 24, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739732

Certificate Number : 0004502362



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

The Public Archaeology Laboratory, Inc. held on April 23, 2013 It was
VOTED, That

Deborah C. Cox President
(Name) *(Officer)*

of this company, be and he/she is hereby authorized to execute contracts and bonds in the name and
on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or
obligation in this company's name on its behalf such Officer, under seal of
the company, shall be valid and binding upon this company.

A True Copy,

Attest: _____

Title: Secretary

Place of Business: 26 Main Street
Pawtucket, Rhode Island

Date Of This Contract: April 15, 2019

I hereby certify that I am a clerk of The Public Archaeology Laboratory, Inc. that

Deborah C. Cox, is the duly elected
President, of said company, and that the above vote has not be
amended rescinded and remains in full force and effect as of the date of this contract.



Secretary/Clerk

Corporate Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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).

PRODUCER Oceanpoint Insurance Agency 500 West Main Rd Middletown RI 02842	CONTACT NAME: Irene Gagnon PHONE: (401) 847-5200 FAC. No. Ext.: (401) 847-5200 FAX (A/C. No.): (401) 848-5071 E-MAIL ADDRESS: igagnon@oceanpointins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Co INSURER B: Ohio Casualty Ins Co INSURER C: Beacon Mutual INSURER D: Chubb Group of Ins. Co. INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1810406986 **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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKW58146419	10/30/2018	10/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMBE \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA058146419	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Bus Auto Enhancmt Endt \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US058146419	10/30/2018	10/30/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	27100	10/30/2018	10/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			68023139	10/30/2018	10/30/2019	Limit occurrence aggregate \$2,000,000
A	Valuable Papers			BKW58146419	10/30/2018	10/30/2019	Limit \$170,000

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

Additional Insured: State of New Hampshire

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire DNCR-Division of Parks & Recreation 172 Pembroke Road Concord, NH 03302	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 Irene Gagnon/IVG. <i>Irene Gagnon</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.