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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

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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April 25, 2013

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

Sole Source

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to amend a contract with Independent Archaeological Consulting LLC, of Portsmouth, New Hampshire (#155809) in the amount of \$90,000.00 by increasing the current contract amount of \$100,000.00 to a new contract total of \$190,000.00 and extend the end date from December 31, 2013 to March 13, 2014; to be effective upon Governor & Council approval. The original contract was approved by Governor & Council on September 14, 2011, Item #12. **100% Federal Funds.**

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

02-12-12-120010-2262 Adjutant General – ARNG Environmental Resources

10-01200-22620000-102-500731 Contracts for Program Services		\$90,000.00
	Total	<u>\$90,000.00</u>

EXPLANATION

This contract is for the performance of archaeological surveys to determine the presence or the absence of historic and/or 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 which are wholly or partially funded by the Federal Government). This contract will provide for archaeological surveys at the Pembroke Regional Training Institute and other NHARNG sites that have been determined archaeologically sensitive or are proposed for ground disturbing activities.

The amendment of this contract is necessary because the amount of work previously identified has greatly increased and unidentified construction projects in archaeologically sensitive areas (NHARNG Training Site in Center Strafford, Rochester, Lebanon, and Littleton Readiness Centers) have all been proposed as, or are under design for construction in 2013/2014 or later. Archaeological Surveys are needed to comply with the National Historic Preservation Act and National Environmental Policy Act prior to construction. The cost of this contract renewal is based on negotiated costs for specific projects expected to be conducted.

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The vendor was originally identified by placing a legal notice in the Concord Monitor from July 11-13, 2011 and electronically distributing ten (10) requests for proposals. Three (3) proposals were received by the deadline and one (1) proposal was received past that deadline. All proposals were evaluated using the Best Value Evaluation Procedure and Independent Archaeological Consulting received the highest composite rating – in addition, they provided the lowest cost proposal of the top three (3) companies.

The Federal funds to pay for this Contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal Government at a rate of 100%. Funds are available to execute projects prior to September 30, 2013. Projects executed after October 1, 2013 are subject to the availability of federal fiscal year 2014 funding. In the event that federal funds are not available, general funds will not be requested to support this program.

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

Respectfully Submitted,


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

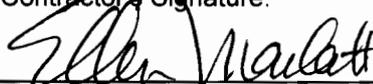
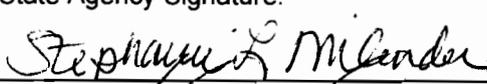
AMENDMENT OF AGREEMENT

Subject: Archaeological Surveys

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the contractor, Archaeological Consulting, LLC hereby mutually agree as follows to amend the existing agreement for Archaeological Surveys statewide.

This amendment hereby increases the current price limitation and extends the contract end date for performing archaeological surveys in compliance with the National Historic Preservation Act of 1966.

This amendment increases the existing contract as approved by The Governor & Executive Council on September 14, 2011, item #12 by \$90,000.00, from the original amount of \$100,000.00 to a new total of \$ 190,000.00 and extends the contract end date from December 31, 2013 to March 13, 2014.

Contractor's Signature: 	Name and Title of Contractor Signatory: <u>Ellen Marlatt, Manager</u>
Acknowledgment: The State of New Hampshire, County of <u>Rockingham</u> , on the date of <u>April 29, 2013</u> , before the undersigned officer, personally appeared the person, <u>Ellen Marlatt</u> identified as "Contractor" in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor's Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Contractor".	
Signature of Notary Public:  {Seal} 	
Name & Title of Notary Public <u>Stephanie Douglas Administrative Assistant</u>	
State Agency Signature:  Stephanie L. Milender, Administrator Date: <u>4-29-13</u>	
Approval by The New Hampshire Department of Justice for Form, Substance and Execution:  Assistant Attorney General Date: <u>5/1/13</u>	
Approved by Governor & Executive Council:	
Date:	Item #:

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

P37 AGREEMENT

EXHIBIT A: THE SERVICES

SUBJECT: Archaeological Services 2013

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 more specific scopes of work to be provided within requests for cost proposals.

BACKGROUND

The NH Adjutant General's Department (NHAGD) has Readiness Centers, Field Maintenance Shops, the State Military Reservation, the NH National Guard Training Site, Army Aviation Support Facility and future Regional Training Institute that are used for training and support of the New Hampshire Army National Guard (NHARNG). Other sites are being considered for future NH Army National Guard facilities. The Adjutant General's Department 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 site have been identified.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

Phase 1B Surveys on Pembroke RTI (a majority of the 214 acres have been determined sensitive for prehistoric artifacts). These phase 1b surveys will need to be done in stages based on availability of funds and potential for impacts to the resource from training activities.

Phase 1A and 1B Surveys on parcels proposed for New Army National Guard Facility (Lebanon, Littleton, Rochester, Plymouth, and Keene)

Phase 2 Surveys on know Archaeological Sites

ARCHEOLOGICAL SURVEY STANDARDS:

The Contractor may be asked to perform Phase 1A and 1B Archaeological surveys on land owned by the Adjutant General's Department or proposed for purchase or lease for future NH Army National Guard facilities. Archeological Surveys are being performed to comply with section 110 and 106 of the National Historic Preservation Act and NH RSA 227-C:6, 7 and 9. Work shall be performed in accordance with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1983) or as revised or NH Division of Historic Resources/NH Department of Transportation Archaeological Standards and Guidelines available at <http://www.nh.gov/nhdhr/review/archaeology.htm> . All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards as set forth in 36 CFR Part 61. Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation: Professional Qualifications Standards (36 CFR 61) . http://www.nps.gov/history/local-law/arch_stnds_9.htm.

The purpose of the work will be to identify archaeological sensitive areas and in some cases investigate these areas further for construction clearance. Work will include archival research, field surveys (reconnaissance), developing an investigative plan for subsurface investigation, report writing, and completing NH Division of Historic Resources Archaeological Inventory Forms for any newly discovered sites. Artifacts will also be prepared for curation in accordance with NH State Archaeologist guidelines. Archaeological Phase 2 Investigation may also be requested.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The NHAGD may also request 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 (Spatial Data Standards (SDS) Compliant), or ESRI ARCGIS Shape File
Projection – NH State Plane Feet 2800
Datum – NAD 83

Spatial accuracy requirements: Will Vary as available

Additional requirements:

- Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
- Data must adhere to SDSFIE standards as described by the Army Corp of Engineers CADD/GIS Technology Center and adopted by the National Guard Bureau.

PROJECT MANAGEMENT AND DELIVERY INSTRUCTIONS

Once the contractors are selected, the general anticipated project execution methodology will be as follows:

1. The NHAGD shall determine project needs and develop a scope of work, or work with the contractor to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The NHAGD may request a short proposal and project fee estimate from the contractor(s).
3. The contractor(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. NHAGD will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the NHAGD will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the NHAGD will request a justified modification from the contractor. Once an agreed upon cost proposal is established, NHAGD will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. NHAGD 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.
6. The NHAGD 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.
7. The contractor will submit an invoice as specific project tasks with deliverables are completed and delivered to the NHAGD project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the NHAGD.

PERIOD OF PERFORMANCE

The period of performance will be from the date of Governor and Executive Council approval (expected April 2013) through March 13, 2014.

NHAGD PRIMARY CONTACT

PRIMARY CONTACT

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

ENVIRONMENTAL MANAGEMENT SYSTEM AWARENESS

The 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. The eMS standard requires that contractors be made aware of the fact that we have an eMS and about the significant environmental aspect of our organization. The attached Exhibit D "Notice for Contractors and Contractor Employees" dated 29 January 2013 is the tool we are using to provide awareness of the NHARNG eMS.

**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 2013.

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$90,000.00. 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 (Address to be inserted) or as amended by submitting an updated State of New Hampshire Alternate W-9 Form.

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

Terms of Payment

Invoicing shall be per task as established in the Project (s) Notice to Proceed memo for the specific task (s). Travel expenses will be reimbursed based on the Joint Travel Regulation (Federal Per Diem rates) for actual travel incurred during the billing month. Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the NH Adjutant General's Department Primary Contact.

Rate Schedules

The following rate schedules will be used to develop project fixed cost proposals per task. Rates will be used for projects proposal finalized in the appropriate time period.

Position Title	Hourly Rate
Principal Investigator	\$120.00
Field Supervisor (Arch Tech II)	\$57.50
Archaeological Technician	\$52.32

Mileage will be based on General Services Administration Rate in effect at the time of project approval. Other miscellaneous costs will be established in project cost proposals and approved by the NHAGD primary contact.

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

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Archaeological Services 2013

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.

5. ADD the following as Special Provisions:

A. NONDISCRIMINATION: The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. LOBBYING: a. The Contractor/Vendor 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 cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim 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. § 1352) is incorporated by reference.

C. DRUG FREE WORK PLACE: a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. ENVIRONMENTAL STANDARDS: 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 there under;
- (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).

E. DEBARMENT AND SUSPENSION: a. Contractor/Vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. HATCH ACT: The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. EQUAL EMPLOYMENT OPPORTUNITY: *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. COPELAND "ANTI-KICKBACK" ACT: The Contractor/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 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 or 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.

I. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. USE OF UNITED STATES FLAG CARRIERS: 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. 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).

K. NATIONAL HISTORIC PRESERVATION: *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)* The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. BUY AMERICAN ACT: The recipient 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. RELOCATION AND REAL PROPERTY ACQUISITION:
The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act 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.

P-37 AGREEMENT - EXHIBIT D

NHARNG environmental Management System (eMS)
ISO 14001: 4.4.2 Competency, Training and Awareness
Notice for Contractors and Contractor Employees

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:

- Heating, Ventilation and Air Conditioning (HVAC)
- Ground Vehicle Maintenance and Repair
- JP-9 Use and Storage at the Army Aviation Support Facility (AASF)
- Vehicle Travel (fleet) Between Work Stations

These 4 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 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according to the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

P-37 AGREEMENT - EXHIBIT D

NHARNG environmental Management System (eMS)
ISO 14001: 4.4.2 Competency, Training and Awareness
Notice for Contractors and Contractor Employees

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC may be realized by turning off electrical equipment when not in use, or 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 HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

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.

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 State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) – Statewide

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 INDEPENDENT ARCHAEOLOGICAL CONSULTING, LLC is a New Hampshire limited liability company formed on January 1, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of March, A.D. 2013

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

William M. Gardner
Secretary of State



Board of Directors Vote for Authorized signer

Voting took place on March 13, 2013 at 801 Islington Street, Suite 21, Portsmouth NH 03801

Voting was to determine certificate of authority.

Voting Members and Votes

Kathleen Wheeler voted for Ellen Marlatt to have signing authority

Ellen Marlatt voted for Ellen Marlatt to have signing authority

Votes for Ellen Marlatt (2)

Votes for Kathleen Wheeler (0)

It is hereby voted for Ellen Marlatt to be an Authorized signer

Recorded by Stephanie Douglas

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

"CERTIFICATE OF AUTHORITY"

I, (Name) Ellen Marlatt hereby certify that I am duly elected
Secretary of (Corporation) Independent Archaeological Consulting, LLC.

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 March 13, 2013.

VOTED: That (Name) Ellen Marlatt is duly authorized to enter into a
specific contract namely "Archaeological Services 2013" 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.
her

I hereby certify that said vote has not been amended or repealed and remains in full force and
effect as of (Date) March 13, 2013 and that (Name) Ellen Marlatt
is duly elected (Title) Secretary / Member of this Corporation.

+

ATTEST:

Ellen Marlatt
(Corporate Secretary)

DATE:

March 13, 2013

CORPORATE SEAL

ATTEST:

[Signature]
(Notary Public)

COMMISSION EXPIRES:

DATE:

3/15/13

NOTARY SEAL

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



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C 9-14-11
Item # 12

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

August 12, 2011

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

His Excellency Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with the Independent Archaeological Consulting LLC, of Portsmouth, New Hampshire (#158338) in the amount of \$100,000.00 for archaeological services for the period of Governor and Council approval through December 31, 2013. **100% Federal Funds.**

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

02-12-12-120010-2262 Adjutant General – ARNG Environmental Resources

Fiscal Year 2012	10-01200-22620000-102-500731	Contracts for Program Services	\$50,000.00
Fiscal Year 2013	10-01200-22620000-102-500731	Contracts for Program Services	\$50,000.00
Total			<u>\$100,000.00</u>

EXPLANATION

This proposed contract is to perform 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 Pembroke Regional Training Institute and other NHARNG sites that have been determined archaeologically sensitive or are proposed for ground disturbing activities.

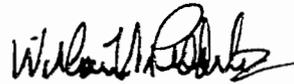
His Excellency Governor John H. Lynch
And the Executive Council

The selected vendor was identified by first placing a legal notice in the Concord Monitor from July 11, 2011 through July 13, 2011 and by electronically distributing ten (10) requests for proposals on July 11, 2011. Three proposals were received by the deadline of July 27, 2011. One proposal was received August 1, 2011. All proposals were evaluated using a Best Value Evaluation Procedure and Independent Archaeological Consulting received the highest composite rating along with the lowest cost proposal of the top three companies.

The Federal Funds to pay for this contract are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that Federal Funds are not available, General Funds will not be requested to support this program.

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

Respectfully Submitted,



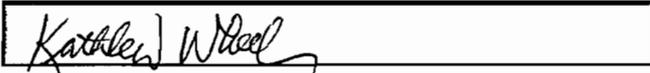
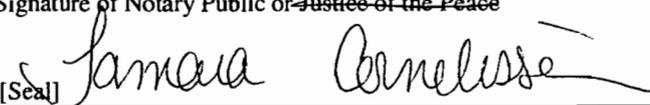
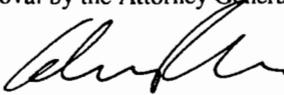
William N. Reddel III
Major General, NH National Guard
The Adjutant General

Subject: Archaeological Services 2011-2013 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>Independent Archaeological Consulting LLC</u>		1.4 Contractor Address <u>97 Morning Street, Portsmouth, NH 03801</u>	
1.5 Contractor Phone Number <u>603-430-2970</u>	1.6 Account Number <u>010-012-2262-102-500731</u>	1.7 Completion Date <u>December 31, 2013</u>	1.8 Price Limitation <u>\$100,000</u>
1.9 Contracting Officer for State Agency <u>Stephanie Milender</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>Kathleen Wheeler, Director, Principal Archaeologist</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>8-10-11</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  [Seal]		TAMARA CORNELISSEN, Notary Public State of New Hampshire My Commission Expires December 9, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Stephanie 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>8/23/11</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE SEP 14 2011			

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.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

P37 AGREEMENT

EXHIBIT A: THE SERVICES

SUBJECT: Archaeological Services 2011-2013

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 more specific scopes of work to be provided within requests for cost proposals.

BACKGROUND

The NH Adjutant General's Department (NHAGD) has Readiness Centers, Field Maintenance Shops, the State Military Reservation, the NH National Guard Training Site, Army Aviation Support Facility and future Regional Training Institute that are used for training and support of the New Hampshire Army National Guard (NHARNG). Other sites are being considered for future NH Army National Guard facilities. The Adjutant General's Department 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 site have been identified.

LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS

Phase 1A Survey on Pembroke Regional Training Institute (RTI) 25 additional acres requires Phase 1A sensitivity analysis.

Phase 1B Surveys on Pembroke RTI (a majority of the 214 acres have been determined sensitive for prehistoric artifacts). These phase 1b surveys will need to be done in stages based on availability of funds and potential for impacts to the resource from training activities.

Phase 1A and 1B Surveys on parcels proposed for New Army National Guard Facility (locations to be determined)

Phase 2 Surveys on know Archaeological Sites

ARCHEOLOGICAL SURVEY STANDARDS:

The Contractor may be asked to perform Phase 1A and 1B Archaeological surveys on land owned by the Adjutant General's Department or proposed for purchase or lease for future NH Army National Guard facilities. Archeological Surveys are being performed to comply with section 110 and 106 of the National Historic Preservation Act and NH RSA 227-C:6, 7 and 9. Work shall be performed in accordance with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1983) or as revised or NH Division of Historic Resources/NH Department of Transportation Archaeological Standards and Guidelines available at <http://www.nh.gov/nhdhr/review/archaeology.htm> . All work shall be performed under the supervision of an archaeologist meeting the minimum federal standards as set forth in 36 CFR Part 61. Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation: Professional Qualifications Standards (36 CFR 61) . http://www.nps.gov/history/local-law/arch_stnds_9.htm.

The purpose of the work will be to identify archaeological sensitive areas and in some cases investigate these areas further for construction clearance. Work will include archival research, field surveys (reconnaissance), developing an investigative plan for subsurface investigation, report writing, and completing NH Division of Historic Resources Archaeological Inventory Forms for any newly discovered sites. Artifacts will also be prepared for curation in accordance with NH State Archaeologist guidelines. Archaeological Phase 2 Investigation may also be requested.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DEVELOPMENT

The NHAGD may also request 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 (Spatial Data Standards (SDS)

Compliant), or ESRI ARCGIS Shape File

Projection – NH State Plane Feet 2800

Datum – NAD 83

Spatial accuracy requirements: Will Vary as available

Additional requirements:

- Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
- Data must adhere to SDSFIE standards as described by the Army Corp of Engineers CADD/GIS Technology Center and adopted by the National Guard Bureau.

PROJECT MANAGEMENT AND DELIVERY INSTRUCTIONS

Once the contractors are selected, the general anticipated project execution methodology will be as follows:

1. The NHAGD shall determine project needs and develop a scope of work, or work with the contractor to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The NHAGD may request a short proposal and project fee estimate from the contractor(s).
3. The contractor(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. NHAGD will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the NHAGD will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the NHAGD will request a justified modification from the contractor. Once an agreed upon cost proposal is established, NHAGD will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. NHAGD 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.
6. The NHAGD 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.
7. The contractor will submit an invoice as specific project tasks with deliverables are completed and delivered to the NHAGD project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the NHAGD.

PERIOD OF PERFORMANCE

The period of performance will be from the date of Governor and Executive Council approval (expected September 2011) through December 31, 2013.

NHAGD PRIMARY CONTACT

PRIMARY CONTACT

New Hampshire Adjutant General's Department
NGNH-CS-ENV (ATTN: Eileen Chabot)
1 Minuteman Way
Concord, NH 03301-5607
(603) 225-1211
Eileen.chabot@us.army.mil

ENVIRONMENTAL MANAGEMENT SYSTEM AWARENESS

The 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. The eMS standard requires that contractors be made aware of the fact that we have an eMS and about the significant environmental aspect of our organization. The attached "Notice for Contractors and Contractor Employees" dated 1 April 2011 is the tool we are using to provide awareness of the NHARNG eMS.

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 2011-2013.

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$100,000.00. 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 (Address to be inserted) or as amended by submitting an updated State of New Hampshire Alternate W-9 Form.

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

Terms of Payment

Invoicing shall be per task as established in the Project (s) Notice to Proceed memo for the specific task (s). Travel expenses will be reimbursed based on the Joint Travel Regulation (Federal Per Diem rates) for actual travel incurred during the billing month. Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the NH Adjutant General's Department Primary Contact.

Rate Schedules

The following rate schedules will be used to develop project fixed cost proposals per task. Rates will be used for projects proposal finalized in the appropriate time period.

Position Title	Hourly Rate
Principal Investigator	\$120.00
Field Supervisor (Arch Tech II)	\$57.50
Archaeological Technician	\$52.32

Mileage will be based on General Services Administration Rate in affect at the time of project approval. Other miscellaneous costs will be established in project cost proposals and approved by the NHAGD primary contact.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Archaeological Services 2011-2013

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:

A. NONDISCRIMINATION: The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;

b, Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

B. LOBBYING: a. The Contractor/Vendor 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 cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim 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. § 1352) is incorporated by reference.

C. DRUG FREE WORK PLACE: a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part

28, Subpart f) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

D. ENVIRONMENTAL STANDARDS:

a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414 and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communications from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. Of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

E. DEBARMENT AND SUSPENSION: a. Contractor/Vendor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. **HATCH ACT:** The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. **EQUAL EMPLOYMENT OPPORTUNITY:** *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).* Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. **COPELAND "ANTI-KICKBACK" ACT:** The Contractor/Vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 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 or 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.

I. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. **DAVIS-BACON ACT:** When required by Federal assistance program legislation, such as the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, environmental remediation construction will have the provisions of the Davis-Bacon Act [40 U.S.C. 276a, as supplemented by Department of Labor regulations (29 CFR Parts 1, 3 and 5)], inserted in construction contracts over \$2,000 that are awarded by States and State contractors and subcontractors.) *The Recipient agrees that it will comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 5 are incorporated by reference in this agreement. As applied to this agreement, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.*

K. **NATIONAL HISTORIC PRESERVATION:** *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)* The recipient agree to

identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. BUY AMERICAN ACT: The recipient 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

M. RELOCATION AND REAL PROPERTY ACQUISITION:

The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24). The Act 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.

Notice for Contractors and Contractor Employees

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:

HVAC (Heating, Ventilation & A/C)	Endangered Species Management
Ground Vehicle Maintenance & Repair	AASF JP-8 use and storage
Vehicle Travel (fleet) Between Work Stations	

These 5 significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the 2 shaded aspects. 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according to the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

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

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC may be realized by turning off electrical equipment when not in use, or 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 HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your 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.

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 State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS. Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide



STATE OF NEW HAMPSHIRE
 ADJUTANT GENERAL'S DEPARTMENT
 1 MINUTEMAN WAY
 CONCORD, NH 03301-5607

NGNH-CS-ENV

August 31, 2011

Memorandum for Record

Subject: Proposal Received and Decision Archaeological Services 2011-2013

Three companies submitted written proposal packages by 4:00 p.m. the Wednesday July 27, 2011 deadline. One company submitted a proposal package, but it was received on Monday August 1, 2011. All packages were evaluated in accordance with the Request for Proposals Best Value Evaluation Procedure – Archaeological Services 2011-2013 by Eileen Chabot, Rebecca Martin and I.

Eileen Chabot has been an Environmentalist with the NH Army National Guard since 1992. She is our current Cultural Resource Manager. Eileen holds a Bachelor's Degree in Biology from Framingham State University and is a Master of Public Health Candidate (Expected May 2012) at the University New Hampshire. Eileen has over 27 years of experience.

Rebecca Martin has been an Environmentalist with the NH Army National Guard since May of 2011. Rebecca was used on this proposal review as the third evaluator and to provide her the opportunity to be involved in the process. She holds a Bachelor and Masters of Science Degrees on Ecology and Environmental Science from the University of Maine, Orono. Rebecca has 4 years of experience.

I have been working for the NH Army National Guard as an Environmentalist since 1995. I have functioned as the Cultural Resource Manager in the past. I hold a Bachelor of Science Degree in Natural Resource Studies from the University of Massachusetts, Amherst and a Master of Science Degree in Resource Management and Administration from Antioch New England Graduate School. I have over 20 years of experience.

Composite results of the proposal scoring and costs are as follows:

<u>Person/Company</u>	<u>Composite Rating</u>	<u>Cost</u>
Independent Archaeological Consulting, LLC	55	\$18,468.72
HDR, inc	52	\$19,474.61
Victoria Bunker, Inc	52	\$23,360.00
New England Archaeological, LLC	46	\$13,540.00-\$20,870.00

NGNH-CS-ENV

July 27, 2011

SUBJECT: NHPA Historic Building Survey Bids Received and Decision.

Page 2

In accordance with the Request for Proposals Best Value Evaluation Procedure – Archaeological Services 2011-2013 cost would be evaluated for the top three rated proposals. Independent Archaeological Consulting, LLC was the least cost among the top three rated proposals and also the highest rated proposal. The NH Adjutant General's Department chooses Independent Archaeological Consulting, LLC to perform Archaeological Services 2011-2013.

BOYAJIAN.ZA

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Zachary Boyajian

NH Adjutant Generals Department

Environmental Program Manager

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STATE OF NEW HAMPSHIRE
ADJUTANT GENERAL'S DEPARTMENT
1 MINUTEMAN WAY
CONCORD, NH 03301-5607

NGNH-CS-ENV

July 11, 2011

Memorandum For Record

SUBJECT: Request for Proposals for Archaeological Services 2011-2013

Requests for proposals for Archaeological Services were sent to the following on the noted date:

Booth Archaeology (A)

Anthony Booth, M.A.
192 Cilleyville Road
Andover, NH 03216
PH#: 603-748-2289
tony@bootharchaeology.com
www.bootharchaeology.com

July 11, 2011

Marc Grant
AMEC Earth and Environmental
Marc.grant@amec.com

July 11, 2011

David Boyes
HDR/e2m
David.boyes@hdrinc.com

July 11, 2011

Victoria Bunker, Inc. (A)

PO Box 16
New Durham NH 03855
PH#: 603-776-4306
vbi_wp@tds.net

July 11, 2011

Sheila Charles (A)

Historic and Archaeological Research Consultant
15 Boylston Avenue
Nashua, NH 03064
PH#: 603-883-6574
SheArch@myfairpoint.net

July 11, 2011

Kathleen Wheeler, Director/Principal Archaeologist
97 Morning Street, Portsmouth, NH 03801
PH#: 603-430-2970 FAX: 603-430-2971
emarlatt@iac-llc.net
kwheeler@iac-llc.net

July 11, 2011

NGNH-CS-ENV
SUBJECT: Request for Proposals for Archaeological Services
Page 2

Judy Johnson

Harriman

jljohnson@harriman.com

July 11, 2011

Monadnock Archaeological Consulting, LLC (A)

Robert G. Goodby

116 Fox Hill Rd.

Stoddard NH, 03464

PH#: 603-446-2366

rgoodby@monadarch.com

www.monadarch.com

July 11, 2011

Kate Tarlow Morgan (A)

55 Bley Road

Alstead, NH 03602

PH# 603-835-2825

mowkat@webryders.com

July 11, 2011

New England Archaeology Company, LLC (A)

Brian Valimont, Archaeological Consultant

79 Pond St.

Newton, NH 03858-3416

PH#: 603-378-0181

NewArch1@myfairpoint.net

July 11, 2011

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ou=PKI, ou=USA,
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Date: 2011.08.03 09:59:28 -0400

Zachary Boyajian
NH Adjutant Generals Department
Environmental Program Manager



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
1 MINUTEMAN WAY
CONCORD, NEW HAMPSHIRE 03301-5607

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

Carolyn Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

September 19, 2011

"NOTICE OF CONTRACT APPROVAL"
Archaeological Services 2011-2013

Kathleen Wheeler
Independent Archaeological Consulting, LLC
97 Morning Street
Portsmouth, NH 03801

Dear Ms Wheeler,

You are hereby notified that the Archaeological Services contract has been approved by the Governor of New Hampshire and Executive Council at their meeting on September 14, 2011, Item #12.

I have attached a fully executed copy of the agreement including the exhibits for your use. The contract is in effect through December 31, 2013. The price limitation is 100,000.00. Individual scopes of work, fixed cost price proposals and notices to proceed will be used to define the exact work to be accomplished and compensation.

I will remain the primary point of contract for contract execution issues. Individual project managers will be assigned either in the scope of work or notice to proceed. If you should have any question please contact me at (603) 227-1439. Again thank you for your service and patience.

Sincerely,

BOYAJIAN.ZACHARY
LEVON.1265215510
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BOYAJIAN.ZACHARY.LEVON.1265215510
DN: cn=US, o=U.S. Government, ou=DoD, ou=PM,
ou=USA,
c=BOYAJIAN.ZACHARY.LEVON.1265215510
Date: 2011.09.19.15.16.13 -0400

Zachary Boyajian
Environmental Program Manager
NH Adjutant General's Department

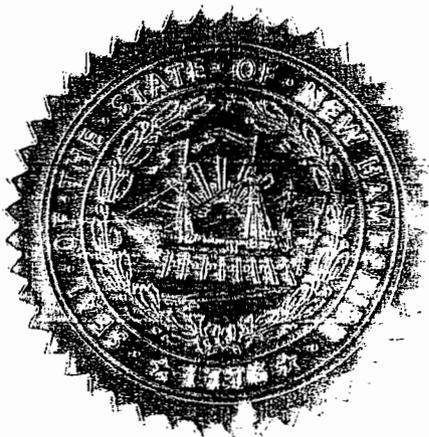
Encls

Cf. Ms. Stephanie Milender, NH Adjutant General's Department

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 INDEPENDENT ARCHAEOLOGICAL CONSULTING, LLC is a New Hampshire limited liability company formed on January 1, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May, A.D. 2011

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

"CERTIFICATE OF AUTHORITY"

I, Kathleen Wheeler hereby certify that I am a member of Independent Archaeological Consulting LLC.(Limited Liability Company)

I hereby certify the following is a true copy of a vote adopted by unanimous consent of the members of the LLC on August 1, 2011.

VOTED: That Kathleen Wheeler is duly authorized to enter into a specific contract namely "Archaeological Services 2011-2013" 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 August 1, 2011 and that Kathleen Wheeler is duly elected MEMBER/DIRECTOR of this Corporation.

ATTEST: Kathleen Wheeler
(Member, LLC)

DATE: Aug 10, 2011

CORPORATE SEAL

ATTEST: Tamara Cornelissen
(Notary Public)
TAMARA CORNELISSEN, Notary Public
State of New Hampshire

My Commission Expires: My Commission Expires December 9, 2014

DATE: 8-10-11

NOTARY SEAL

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



