



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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

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The Adjutant General

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Warren M. Perry
Deputy Adjutant General

October 14, 2021

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

REQUESTED ACTION

The Department of Military Affairs and Veterans Services respectfully requests approval to enter into a contract agreement with Independent Archaeological Consulting, LLC. (vendor code #355105), Dover, NH for \$14,047.00, to provide Archaeological Monitoring services required for the upcoming Manchester Readiness Center Anti-Terrorism Force Protection (ATFP) construction project from the date of Governor and Executive Council approval through November 30, 2022. **100% Federal Funds.**

Funds are available in the following appropriation:

		FY2022
010-012-22620000-102	<i>Army Guard Environmental</i>	\$14,047.00

EXPLANATION

This contract provides Archaeological Monitoring services required for the upcoming Manchester Readiness Center Anti-Terrorism Force Protection (ATFP) construction project. An Intensive Archeological Investigation conducted in July 2020 yielded Native American cultural material designated as two separate Native American archaeological sites, 27-HB-510 and 27-HB-511. The State Historic Preservation Office required an archaeological monitor to be on-site to have a "no adverse effect determination" during the National Historic Preservation Act Section 106 Review.

The Department of Military Affairs and Veterans Services solicited for this service by placing a Request for Bid (RFB) on the State of New Hampshire Bureau of Purchase and Property website on October 5, 2021. Three responses were received prior to the bid closing time, two of which were considered qualified. One bid was disqualified for failing to submit all required bid forms. Independent Archaeological Consulting, LLC submitted the lowest bid price of the qualified bids and was awarded this contract contingent upon Governor and Council approval.

His Excellency, Governor Christopher T. Sununu
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This contract is for a one-year period with the option for two one-year renewals to be negotiated and mutually agreed upon between both parties, the Department of Military Affairs and Veterans Services and Independent Archaeological Consulting, LLC.

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

Respectfully submitted,



David J. Mikolaities
Major General, NH National Guard
The Adjutant General

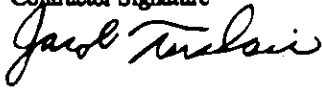
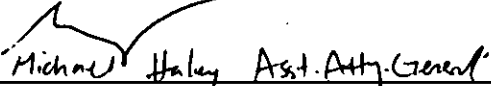
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Independent Archaeological Consulting, LLC		1.4 Contractor Address 34 Dover Point Road, Suite 300 Dover, NH 03820	
1.5 Contractor Phone Number 603-430-2970	1.6 Account Number 010-012-22620000-102	1.7 Completion Date 11/30/2022	1.8 Price Limitation \$14,047.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number 603-225-1361	
1.11 Contractor Signature  Date: 10/26/21		1.12 Name and Title of Contractor Signatory Jacob Tumeleire Director & Principal Investigator	
1.13 State Agency Signature  Date: 10/26/21		1.14 Name and Title of State Agency Signatory Erin M. Zayac, Administrator of Business Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Asst. Atty. General On: 10/26/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials ST
Date 10/26/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

EXHIBIT A, SPECIAL PROVISIONS

SUBJECT: ARCHAEOLOGICAL MONITORING, NATIVE AMERICAN SITES 27-HB-510 and 27-HB-511, FOR THE MANCHESTER READINESS CENTER ANTI-TERRORISM FORCE PROTECTION (ATFP) SITE IMPROVEMENTS [PROJECT NO. 330566] MANCHESTER, NEW HAMPSHIRE

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/her 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 acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19; disrupt, delay; or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services;

4. 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

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

a. **Provision 7. PERSONNEL sub-part 7.2:** after "who is a State employee or official," add the following:

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

b. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

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

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

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

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

Nondiscrimination.

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

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

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

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

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

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

Lobbying.

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

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

Drug-Free work Place.

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

Environmental Protection.

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

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued 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 Solid Waste Disposal Act
- (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).

Use of United States Flag Carriers.

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

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12698, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs or activities. The State complies with the DOD implementation of 2 CFR part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from the Federal Agreement which funds this contract. The state shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the State and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

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

Copeland "Anti-Kickback" Act.

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

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232)

The grantee covenants and agrees that it will not use "covered telecommunications equipment or services," as that term is defined in Section 889 of the NDAA for FY 2019, as a substantial or essential component of any system or as critical technology as part of any system involved in the grantee's performance of this contract. The grantee further covenants and agrees that it will neither contract, nor permit to be contracted or subcontracted any part of its performance under this contract to any entity that uses such covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B – SCOPE OF SERVICES

PROJECT NAME: ARCHAEOLOGICAL MONITORING, NATIVE AMERICAN SITES 27-HB-510 and 27-HB-511, FOR THE MANCHESTER READINESS CENTER ANTI-TERRORISM FORCE PROTECTION (ATFP) SITE IMPROVEMENTS [PROJECT NO. 330566] MANCHESTER, NEW HAMPSHIRE

1.0 GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to perform archaeological monitoring at the Manchester Readiness Center as specified below, and as recommended in the report dated March 3, 2021 entitled "Archaeological Phase II Determination of Eligibility of Native American Sites 27-HB-510 and 27-HB-511 within the Manchester Readiness Center in Manchester, Hillsborough County, New Hampshire" prepared by the Northeast Archaeology Research Center, Inc. (NEARC) and in accordance with: (1) the NH Division of Historical Resources (NH DHR) Conditional Finding of No Adverse Effect dated 07/19/21 (see **Appendix 1**), and 2) an Archaeological Monitoring Plan (See **Section 2.0 – Task 1**) to be prepared by the Contractor (archaeologist), and reviewed and approved by the Department of Military Affairs and Veterans Services (DMAVS) and the NH DHR.

Several proposed construction activities (elements) are summarized as shown in **Appendix 4, Plan Sheets: S-1 (Site Plan-Base Bid), S-2[A1] (Site Plan –Alternate #1), S-3[A2] (Site Plan – Alternate #2), and S-4 [A3](Site Plan – Alternate #3)**. These construction activities will be located partially within and/or immediately adjacent to the two (2) late Paleoindian Native American Sites 27-HB-510 and 27-HB-511 within the Manchester Readiness Center property, and thus will require construction excavation activities within and/or immediately adjacent to these two archaeological sites. The entire Plan Set will be furnished to the Contractor upon request.

For the purposes of this project, *archaeological monitoring* is defined as the observation of construction excavation activities by an archaeologist in order to identify, recover, protect and/or document archaeological information or materials. All monitoring activities shall be carried out by a person or persons meeting, at a minimum, the "Secretary of the Interior's Professional Qualifications Standards for Archaeology" (36 CFR 61). The main goal of the archaeological monitoring will be to ensure archaeological site protection to ensure that proposed construction will not adversely affect significant archaeological deposits and the overall importance of the two above-referenced archaeological sites. These two archaeological sites were determined to be "Eligible" for listing on the National Register of Historic Places (NRHP), under Criterion D in March, 2021.

If unexpected archaeological deposits are encountered, DMAVS's **Standard Operating Procedure for Inadvertent Discovery** (See **Appendix 2**) shall be followed. Archaeological

monitoring will enable documentation of those archaeological deposits, and (as warranted) this will enable short-term management decisions to be made for the protection of these cultural resources in consultation with the DMAVS and the NH DHR as appropriate.

1.1 BACKGROUND

The Manchester Readiness Center was constructed in 1938. The property was acquired by deeds in 1938 and 1940, and is composed of approximately 8.2+/- acres of land.

A. Several previous archaeological surveys, and archaeological monitoring have been conducted on the above-referenced property to date, and are on file with the New Hampshire Division of Historical Resources (NHDHR). These surveys are as referenced below:

- 1) "Archaeological Phase II Determination of Eligibility of Native American Sites 27-HB-510 and 27-HB-511 within the Manchester Readiness Center in Manchester, Hillsborough County, New Hampshire", dated March 3, 2021; prepared by Northeast Archaeology Research Center, Inc.(Hudgell and Bartone);
- 2) Phase 1B Intensive Archaeological Investigation of the Manchester Readiness Center, Manchester, Hillsborough County, New Hampshire", dated November 25, 2020; prepared by Northeast Archaeology Research Center, Inc.(Hudgell and Bartone);
- 3) End-of-Field Letter Report, "Phase 1B Intensive Archaeological Survey, Manchester Readiness Center", dated July 31, 2020; prepared by Northeast Archaeology Research Center, Inc.(Hudgell and Bartone);
- 4) "Archaeological Survey of Eleven New Hampshire Army National Guard Sites – an Archaeological Planning Level Survey, Phase 1A; Project # NH00099001"; dated December, 1999; prepared by the Sargent Museum of Archaeology & Anthropology (Stewart-Smith et al), Concord, NH.□
- 5) "Archaeological Planning Level Survey, Phase 1B, Project #NH0099003, Ten (10) Army National Guard Facilities Throughout the State of New Hampshire", Final Report dated February 14, 2003"; prepared by Independent Archaeological Consulting, LLC (Hannum et al);
- 6) "Memorandum letter from Anthony Booth, M.A. of Booth Archaeology, Andover, NH to Edna Feighner, Review and Compliance Coordinator, Historical Archaeologist, New Hampshire Division of Historical Resources, Concord, NH; dated October 17-18 2008; subject: Manchester Armory condenser pad excavation monitoring";
- 7) "Manchester Readiness Center Addendum Report for Phase 1B Archaeological Fieldwork, 2009 Alarm Cable and Electric Generator, submitted by AMEC Earth and Environmental, Inc. of Louisville, KY (AMEC Project Number 6-7789-0021), dated 25 June 2009; prepared by Independent Archaeological Consulting, LLC (Wheeler and Tumelaire);

8). "Phase II Determination of Eligibility: Manchester Armory Site (27-HB-229), Manchester (Hillsborough County) New Hampshire, submitted to Jacobs Engineering Group Inc. of Manchester, NH, Final IAC Report 1019 dated January 7, 2011; revised January 18, 2011; prepared by Independent Archaeological Consulting, LLC (Wheeler et al);

During the most recent archaeological survey (referenced in Section 1.1, paragraph A.1 above), 982 Native American artifacts were recovered from site 27-HB-510 (Locus 1) and 1,189 Native American artifacts from 27-HB-511; no Native American artifacts were recovered from Locus 2 of site 27-HB-510. Radiocarbon samples indicate that at both sites, these soils began accreting during the Paleoindian period. Fewer than 7 Paleoindian sites have been recovered in NH to date, and three of them are located on property owned by the DMAVS. All DMAVS-owned Paleoindian sites have been determined eligible for listing on the NRHP.

1.2 CONFIDENTIALITY

Per NH RSA 227-C:11, information which may identify the location of any archaeological site shall be treated with confidentiality to protect the resource from unauthorized field investigations and vandalism. All information referenced herein regarding the location of recorded archaeological sites and archaeologically sensitive resources shall be kept confidential in compliance with NH RSA 227-C:11 in accordance with Sections 106 and 110 of the NHPA.

1.3 NATIVE AMERICAN HISTORICAL CONTEXT

The Manchester Readiness Center site is located on a terrace, within 250 m of the Merrimack River and underlain by well-drained soils. Areas marked on Figure 16 (see Appendix 3) indicate locations of previous archaeological test areas within the Manchester Readiness Center, Manchester, including locations of site 27-HB-510 (2 loci) and site 27-HB-511, (NEARC, 2021). Decades of archaeological research have been focused on the Merrimack River Valley as historical records and the discovery of numerous archaeological sites all along the length of the Merrimack River have indicated that early Native American Indian populations relied heavily on the river and its associated terraces for their sustainment. Native American archeological sites have been consistently identified on areas of fairly level terrain with well-drained (often sandy) soils, close proximity to water and sweeping vistas. These are the three main variables used by archaeologists in models to predict Native American archaeological site locations. In addition to newly recorded 27-HB-510 (2 loci) and 27-HB-511, and previously recorded site (27-HB-229) located on the Manchester Readiness Center property) at least nine other Native American archaeological sites have been recorded within 2 km. of the property – see Table 9-1 below (IAC, LLC, 2003).

Table 9-1. Previously Recorded Native American Indian Archaeological Resources within 2 km.

Site Number	NHAS Number	Site Name	Cultural Period	Distance from Project Area
27-HB-76	38-4	Smyth	Paleoindian through Contact	120 m
27-HB-77	38-5	Neville	Paleoindian through Contact	150 m
27-HB-78	38-6	Eddy	Middle Archaic through Woodland	750 m

27-HB-80	38-10	Amoskeag East Bank	Woodland	695 m
27-HB-81	38-36	Fishing Islands	Woodland	636 m
27-HB-83	38-40	Jacques	Woodland	536 m
27-HB-84	38-41	Hermsdorf	Native American Indian	640 m
27-HB-85		North River Road	Middle Woodland	259 m
None	None	Table Land Site	Early Archaic	880 m

Source: (IAC, 2003)

Further details on the Native American cultural context for the Manchester Readiness Center are provided in the Phase II survey referenced in Section 1.1 (Paragraph 1) above and in the Phase 1B archaeological survey referenced in Section 1.1 (Paragraph 2) above.

1.4 GENERAL DESCRIPTION OF PROPERTY AND SOILS:

a. **Property Description:** The subject property is located in the City of Manchester, New Hampshire in Hillsborough County, and is approximately 0.5 miles from the city center. It is situated on 8.2 +/- acres of land (Tax Map 162, Lot 5) 1059 Canal Street in Manchester, New Hampshire. It is located just above the Amoskeag Falls, and is bounded to the north by West Salmon Street, to the south by West Pennacook Street, to the west by Canal Street and by commercial properties along Route 3 to the east.

b. **Soils Description:** The National Resources Conservation Service (NRCS) Web Soil Survey report identifies one main soil type on the Manchester Readiness Center property, Urban Land (Ur)- (see attached soil map, map legend and map unit description) (USDA-NRCS, 2020). Minor components of the Soil Map Unit contain Windsor and Hinckley soils.

1.5 ARCHEOLOGICAL SURVEY STANDARDS:

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

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

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

Any artifacts discovered as a result of the archaeological monitoring referenced herein are the property of the New Hampshire Department of Military Affairs and Veterans Services (DMAVS); and their associated documentation, for curation by the NH DHR, shall be in keeping with the intent of 36 CFR Part 79 and in accordance with RSA 227-C:8. Contact the NH State Archaeologist for curation guidelines. The DMAVS Cultural Resources Manager will also notify the Tribal Historic Preservation Officer (THPO) for the Penobscot Nation and the Aroostook Band of Micmacs if any Native American cultural materials are encountered during the course of the archaeological monitoring.

The results of this work will assist the DMAVS in partially fulfilling its obligation under Section 110 of the National Historic Preservation Act and will enhance the DMAVS's ability to respond to future Section 106 obligations. The monitoring report to be generated will also serve as a reference

document to guide future professional studies and management decisions, and it will be available through the NH DHR for appropriate scholarly purposes.

All archaeological reports submitted to the DMAVS shall meet applicable NH DHR Archaeology Report requirements (with specific attention to section IV. F. Monitoring), contained in the "NH Division of Historical Resources Archaeological Standards and Guidelines, dated March 2018, located at:

<https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf>

Prior to the commencement of the archaeological monitoring, DMAVS will perform the following: 1) coordination with the New Hampshire Fish & Game, New Hampshire Natural Heritage Bureau and (if necessary), the U.S. Fish and Wildlife Service, 2) consultation with the THPOs for the Penobscot Nation and the Aroostook Band of Micmacs, and 3) completion of an Army National Guard Environmental Checklist and Record of Environmental Consideration in compliance with the National Environmental Policy Act (NEPA), 32 CFR Part 651.

1.6 PERIOD OF PERFORMANCE

The period of performance will be from the date of the Notice To Proceed through November 1, 2022 with an option to extend the contract for two (2) one (1) year renewal periods which would be negotiated and mutually agreed upon between both parties, the Department of Military Affairs and Veterans Services and Independent Archaeological Consulting, LLC.

1.7 DMAVS PRIMARY CONTACT

The DMAVS Primary Contact will be:

Eileen F. Chabot, MPH, Cultural Resources Program Manager

New Hampshire Department of Military Affairs and Veterans Services

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

1 Minuteman Way

Concord, NH 03301-5607

Telephone: (603) 225-1211

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

1.8 DELIVERABLES

The Contractor will be fully responsible for the following Deliverables for this Scope of Services (as referenced below) for "Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire": (1) Proposed Archaeological Monitoring Plan (See Task 1), (2) Construction (Field) Monitoring (See Task 2), (3) Draft Monitoring Summary Report (see Task 3), and (4) Final Monitoring Summary Report - (See Task 4)

2.0 PROJECT TASKS – Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site

Improvements [Project No. 330566] Manchester, New Hampshire

Task 1: Proposed Archaeological Monitoring Plan (Native American Sites 27-HB-510 and 27-HB-511)

Archaeological monitoring will require close coordination between the construction (excavation) contractor and the Archaeologist (Contractor) in order to facilitate the monitoring activities and limit any potential work stoppages. Prior to preparation of the **Archaeological Monitoring Plan**, the Archaeologist (Contractor) will be required to discuss the following with the DMAVS Primary Contact, the designated Project Manager from the NH Department of Administrative Services (NHAS)/ Division of Public Works (DPW) for the Manchester ATFP Project, and the construction (excavation) contractor:

- The archaeologist's presence and authority to monitor, halt, and/or relocate construction work during ground disturbing activities within and /or immediately adjacent to 27-HB-510 and 27-HB-511. Once this has been established and confirmed it shall be conveyed by the construction contractor to all levels of their on-site excavation team, including the equipment operator(s),
- the project schedule,
- extent of excavation,
- monitoring protocol, and
- the types of archaeological resources that may be present in the project area.

Before commencing any field monitoring, the Contractor will prepare an **Archaeological Monitoring Plan**, to include the following specific components:

- 1) proposed strategy and field methodologies to be employed;
- 2) the specific amount of time (ex. 1 hour for every 20 feet of linear trench) during which construction excavations must be made available for archaeological monitoring by the Archaeologist (Contractor), to include a formula appropriate to the nature and size of the construction site area being monitored;
- 3) the proposed archaeological work (recording) to be accomplished within the excavation Contractor's excavations (e.g. photography, GPS points (if needed), drawing of profiles, screening of removed soil for artifacts, taking of soil samples, hand excavation, etc.) as well as the objectives of the archaeological work;
- 4) the types of resources that could be reasonably anticipated to be encountered based on prior research and prior surveys of the previously excavated areas;
- 5) proposed actions to be taken by the Archaeologist (Contractor), should archaeological resources requiring further study be encountered during the construction monitoring, and the projected (estimated time) required to complete recording and/or excavation of any newly discovered archaeological resources;
- 6) proposed protocol for consultation and decision making required in order to slow down or halt construction activities (e.g. consultations with construction (excavation) contractor, NHAS/DPW Project Manager, and DMAVS and NH DHR personnel);

- 7) the assumptions under which time estimates are made (by the archaeologist), both relative to physical site conditions and to archaeological situations. *For example, if the monitoring plan assumes warm and dry weather conditions, the plan may need to be adjusted for potential rain, or cold, wintry weather conditions.* Include the need for a change in scheduling due to any unanticipated archaeological finds;
- 8) specifications for procedures if construction plans are changed or modified during the course of the construction work – include projected amount of time needed for the archaeologist to consider the sensitivity of any additional locations and/or depths of construction to be affected by the new plans, and to enable the archaeologist, DMAVS and NHDHR to consider and agree to any modification of the monitoring plan that may be necessary; and
- 9) proposed treatment of any new artifacts, technical analysis of any samples, curation of any new artifacts (with specific attention to section IV. F. **Monitoring**), as specified in the “*NH Division of Historical Resources Archaeological Standards and Guidelines*, dated March 2018, located at:

<https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf>

In the event human remains should be encountered during archaeological monitoring, all construction activity work in that area must cease immediately, and the DMAVS Primary Contact shall be immediately notified. The Archaeologist (Contractor) will work with the construction contractor, and/or subcontractor to install a snow fence or other appropriate barrier around the affected area. The DMAVS Primary Contact (DMAVS Cultural Resources Program Manager) will ensure that provisions contained within the DMAVS **Standard Operating Procedure for Inadvertent Discovery** (see Appendix 2) are followed, and will complete all required notifications of the local and state police, the NH State Archaeologist, affected Native American THPOs, and any subsequent actions required to comply with New Hampshire Revised Statutes Annotated (RSA) 227-C:8. Excavation can resume only after all applicable legal requirements have been satisfied. The proposed Archaeological Monitoring Plan will be provided to the DMAVS Primary Contact within two (2) weeks from the date of the Notice to Proceed for the “Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire”. The DMAVS Primary Contact will review and approve the Archaeological Monitoring Plan within 15 days of receipt, or request that revisions be made by the Contractor prior to conducting any field monitoring. The DMAVS Primary Contact will consult with the NHDHR in reviewing the proposed Archaeological Monitoring Plan.

Task 2: Construction (Field) Monitoring (Native American Sites 27-HB-510 and 27-HB-511)

All construction (Field) monitoring for the “Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire” must conform to the NH Archaeological Survey Standards. Field Monitoring shall adhere to the Archaeological Monitoring Plan (Task 1) approved by the DMAVS and the NHDHR. It is assumed that a minimum of eight (8) 10-hour workdays will be required for completing this Task. Any proposed adjustments to the Monitoring Plan will require review and approval by the DMAVS Primary Contact and the NHDHR prior to implementation. **Task 2** will also include giving verbal daily

progress briefings to the DMAVS Primary Contact as needed to facilitate resolution of any questions that may arise during the course of field monitoring.

All approved construction (Field) monitoring shall be completed within (1.5) months of the date of the Notice to Proceed for the "Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire".

Task 3: Prepare a Draft Monitoring Summary Report (Native American Sites 27-HB-510 and 27-HB-511)

The Contractor shall prepare a Draft Monitoring Summary Report (including an Executive Summary) describing the site, the number of acres that were archaeologically monitored, a description of the Construction (Field) Monitoring performed with a detailed daily chronology and observations, comments and recommendations for further actions (if any) to ensure the short-term and long-term protection of the two (2) late Paleoindian Native American Sites 27-HB-510 and 27-HB-511 within the Manchester Readiness Center property. The report shall include as a minimum:

- (a) Abstract (a one page Project Summary) which includes the Project Name, Type of survey, Client name, Sponsor Agency, Location, Project Area size (in acres), observed impacts (if any) from associated construction project, dates of construction (field) monitoring work, any new archaeological information or cultural materials discovered during the monitoring effort, findings and recommendations, number of pages, number of maps, and number of figures included in the report
- (b) Introduction
 - sponsor and contract number
 - a figure depicting the existing conditions and existing archaeological sensitivity for the site
 - purpose of monitoring

 - scope of study
 - delineation of monitoring boundaries (including GPS points)
 - statement concerning the nature of the monitoring
 - disposition of notes (and any artifacts)
- (c) Methodology
 - description of construction (field) monitoring
 - field methods employed
 - methods of analysis and interpretation (of any new archaeological information and/or cultural materials discovered during monitoring)
- (d) Results
 - reference to Phase 1B and Phase II archaeological surveys completed for late Paleoindian Native American Sites 27-HB-510 and 27-HB-511
 - detailed observations from archaeological (field) monitoring
 - description of any new archaeological information and/or cultural materials discovered during monitoring
 - digital photographs
 - description and ARC GIS generated figures (on the most currently available aerial image of the Manchester Readiness Center property) depicting:

- archaeologically sensitive areas (including any new locations that were encountered) during monitoring
 - boundaries of Native American sites 27-HB-510 and 27-HB-511 and locations of any additional archaeological sites identified during monitoring (if any)
 - **NOTE:** GIS data for previously designated archaeological sensitive areas and the boundaries of Native American sites 27-HB-510 and 27-HB-511 will be furnished by the DMAVS Primary Contact
 - field observations
 - the volume of any artifacts collected (in cubic feet) and the records associated with the collection (in linear feet) that are associated with the artifacts requiring curation,
 - the number of any Native American Graves and Repatriation Act (NAGPRA) cultural items (if any) discovered during the monitoring, including the number of:
 - Section 5 funerary objects,
 - Section 6 unassociated funerary objects,
 - sacred objects,
 - objects of cultural patrimony,
 - non-skeletal cultural items, and
 - clusters of bones
- (e) Recommendations:
- additional monitoring and/or survey work / no additional monitoring/ survey work
 - short-term and long-term management to protect 27-HB-510 and 27-HB-511 and ; specific restrictions (if any) on future activities
- (f) Summary and Conclusions
- (g) Bibliography
- include list of personal contacts with addresses, affiliation, and other pertinent information

The report format specifications are as follows:

- (a) Typed single spaced on 8½ x 11 inch good quality bond paper with top and lateral margins of 1 inch and 1½ bottom margin.
- (b) A title page with title and number of the contract, the contracting party, the principal investigator's name and date.
- (c) All references cited and/or used shall be listed in American Antiquity format.
- (d) All Tables, Figures, Maps, photographs, and other graphic presentations shall be 8½ x 11 whenever practicable, easily reproducible by standard photocopying equipment, and in the body of the explanatory text, except for oversized maps and confidential materials that may be incorporated into a Confidential Appendix at the end of the report.
- (e) All Tables and charts shall have a number, title, explanatory notes and a source note.
- (f) All other graphic presentations (maps, profiles, diagrams, etc.) shall be referred to as "Figures".

(g) Maps shall have a title block with title and number, project name, location information, north arrow, scale, and key as appropriate. All maps in the report shall be prepared utilizing ARCGIS software containing GIS data furnished by DMAVS, and GPS points as collected in Task 2 (Construction (Field) Monitoring (Native American Sites 27-HB-510 and 27-HB-511), and

(h) All archaeological monitoring reports submitted to the DMAVS shall meet NH DHR Archaeology Report requirements (with specific attention to section IV. F. Monitoring) contained in the "NH Division of Historical Resources Archaeological Standards and Guidelines, dated March 2018, located at:

<https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf>

The Contractor will deliver two (2) hard copies of the Draft Monitoring Summary Report and 1 electronic (Adobe 9.0 Professional pdf on CD-ROM) to the DMAVS Primary Contact within 1.5 months from the date of the Notice to Proceed for the "Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire". The DMAVS Primary Contact will take up to 15 business days to review and comment on the Draft Monitoring Summary Report.

Task 4: Prepare Final Monitoring Summary Report (Native American Sites 27-HB-510 and 27-HB-511)

The Contractor will prepare a Final Monitoring Summary Report including all of the elements referenced in the Draft Monitoring Summary Report (Task 3) and incorporating comments provided by the DMAVS Primary Contact, an artifact catalog (*only required if any new artifacts were discovered during monitoring*) and recommendations for further action. All archaeological monitoring reports submitted to DMAVS shall meet the report requirements (with specific attention to section IV. F. Monitoring) referenced in the "NH Division of Historical Resources Standards and Guidelines for Archaeological Investigations in New Hampshire", dated March 2018, located at:

<https://www.nh.gov/nhdhr/review/documents/archaeologicalstandardsandguidelines.pdf>

The Contractor will deliver four (4) spiral-bound hard copies of the Final Report with a translucent protective cover sheet and one (1) electronic copy (Adobe 9.0 Professional .pdf on CD-ROM) to the DMAVS Primary Contact within 10 business days from receipt of DMAVS review and comments on the Draft Monitoring Summary Report (Task 3). The DMAVS Primary Contact will take up to 15 business days to review and comment on the Final Monitoring Summary Report.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT C, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

SUBJECT: ARCHAEOLOGICAL MONITORING, NATIVE AMERICAN SITES 27-HB-510 and 27-HB-511, FOR THE MANCHESTER READINESS CENTER ANTI-TERRORISM FORCE PROTECTION (ATFP) SITE IMPROVEMENTS [PROJECT NO. 330566] MANCHESTER, NEW HAMPSHIRE

The Contract Price

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES will pay the contractor a maximum total of \$14,047.00. 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 or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices will be submitted by the contractor to:

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES
BA Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

Terms of Payment

Invoicing shall be based on the full contract amount of \$14,047.00. Payment will be issued after receipt and approval of proper invoices and satisfactory site review of work completed by the NH Department of Military and Veterans Services (DMAVS) Cultural Resources Program Manager.

Limited Partnership or LLC Certification of Authority

I, Jessica Cofelice, hereby certify that Jacob Tumelaire is a Partner, Member or
(Name)

Manager and officer of Independent Archaeological Consulting, LLC a limited liability
(Name of Partnership or LLC)

partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or
a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is
understood that the State of New Hampshire will rely on this certificate as evidence that the
person listed above currently occupies the position indicated and that they have full authority to
bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days
from the date of this Corporate Resolution.

DATED: October 26, 2021

ATTEST: Jessica Cofelice, Director
(Name & Title)

State of New Hampshire

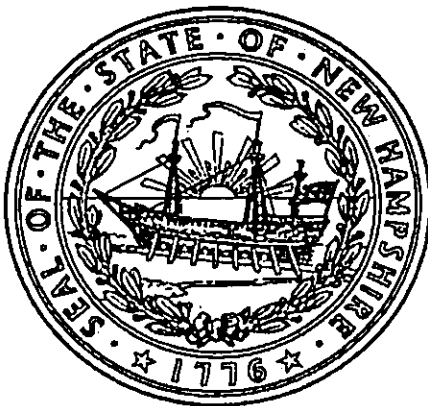
Department of State

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 registered to transact business in New Hampshire on January 01, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 285235

Certificate Number: 0005268526



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of February A.D. 2021.

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

William M. Gardner
Secretary of State

Business Information

Business Details

INDEPENDENT	
Business Name: ARCHAEOLOGICAL CONSULTING, LLC	Business ID: 285235
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	
Business Creation Date: 01/01/1998	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 01/01/1998	
Principal Office Address: 34 Dover Point Road, Suite 300, Dover, NH, 03820, USA	Mailing Address: 34 Dover Point Road,, Suite 300, Dover, NH, 03820, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: info@iac-llc.net	Phone #: NONE
Notification Email: info@iac-llc.net	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ANALYTICAL & CONSULTING ARCHEOLOGISTS, CONDUCT RESEARCH WORK, ETC.	

Principals Information

Name/Title

Business Address

jacob tumelaire / Member

34 Dover Point Road, Suite 300, Dover, NH, 03820, USA

jessica cofelice / Member

34 Dover Point Road, Suite 300, Dover, NH, 03820, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: MacDonald Lizabeth M

Registered Office 16 Acadia Lane, Exeter, NH, 03833, USA

Address:

Registered Mailing 16 Acadia Lane, Exeter, NH, 03833, USA

Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number

Trademark Name

Business Address

Mailing Address

No records to view.

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

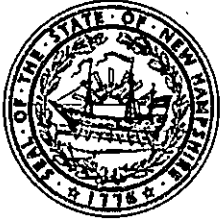
[Return to Search](#)

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

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State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 2/24/2021
Effective Date: 2/24/2021
Business ID: 285235
William M. Gardner
Secretary of State

BUSINESS NAME: INDEPENDENT ARCHAEOLOGICAL CONSULTING, LLC
BUSINESS TYPE: Domestic Limited Liability Company
BUSINESS ID: 285235
STATE OF FORMATION: New Hampshire

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
801 Islington Street Suite 31 NH, 03801, USA	801 Islington Street Suite 31 Portsmouth, NH, 03801, USA

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
34 Dover Point Road Suite 300 Dover, NH, 03820, USA	34 Dover Point Road, Suite 300 Dover, NH, 03820, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: MacDonald Lizabeth M
REGISTERED AGENT OFFICE ADDRESS: 16 Acadia Lane Exeter, NH, 03833, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / ANALYTICAL & CONSULTING ARCHEOLOGISTS, CONDUCT RESEARCH WORK, ETC.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
jacob tumelaire	34 Dover Point Road, Suite 300, Dover, NH, 03820, USA	Member
jessica cofelice	34 Dover Point Road, Suite 300, Dover, NH, 03820, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: Authorized Signer
Signature: stephanie douglas
Name of Signer: stephanie douglas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2021

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

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

PRODUCER Kane Insurance 242 State Street Portsmouth NH 03801	CONTACT NAME: Emma Pankey PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No): (603) 740-5000 E-MAIL ADDRESS: emma@kaneins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Independent Archaeological Consulting LLC 34 Dover Point Rd Ste 300 Dover NH 03820	INSURER A: Ohio Security Insurance Company NAIC # 24082	
	INSURER B: The Ohio Casualty Insurance Co 24074	
	INSURER C: Travelers Casualty & Surety Co of America 31194	
	INSURER D:	
	INSURER E:	
	INSURER F:	

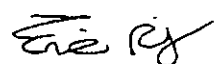
COVERAGES **CERTIFICATE NUMBER:** CL2110434949 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS60926637	03/03/2021	03/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS60926637	03/03/2021	03/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO60926637	03/03/2021	03/03/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	XWO60926637	03/03/2021	03/03/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY			107229078	03/03/2021	03/03/2022	General Aggregate 2,000,000 Deductible 5,000

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

Operations usual and customary to consulting and other archaeological services.

CERTIFICATE HOLDER State of New Hampshire Department of Military Affairs & Veterans Services 1 Minuteman Way Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Suspension/Debarment = No

INDEPENDENT ARCHAEOLOGICAL CONSULTING, LLC

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 964538359	SAM Unique Entity ID K72HELDKS727	CAGE / NCAGE 02VV3
Purpose of Registration All Awards	Registration Status Active	Expiration Date May 19, 2022
Physical Address 34 Dover Point RD STE 300 Dover, New Hampshire 03820-9145 United States	Mailing Address 801 Islington Street Suite 31 Suite 31 Portsmouth, New Hampshire 03801-4149 United States	

Business Information

Doing Business as (blank)	Division Name Independent Archseological Consulting, Llc	Division Number (blank)
Congressional District New Hampshire 01	State / Country of Incorporation New Hampshire / United States	URL (blank)

Registration Dates		
Activation Date May 27, 2021	Submission Date May 19, 2021	Initial Registration Date Apr 12, 2002

Entity Dates	
Entity Start Date Jan 1, 1998	Fiscal Year End Close Date Dec 31

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Other	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business
Economically Disadvantaged Women Owned
Small Business
Woman Owned Small Business
Woman Owned Business
DOT Certified DBE

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
02VV3

Points of Contact

Electronic Business

Stephanie Douglas

801 Islington ST
Suite 31
Portsmouth, New Hampshire 03801
United States

Government Business

Jessica Cofelice

801 Islington ST, Suite 31
Suite 31
Portsmouth, New Hampshire 03801
United States

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
541720

NAICS Title
Research And Development In The Social Sciences And
Humanities

Product and Service Codes

PSC

PSC Name

B510

Special Studies/Analysis- Environmental Assessments

B521

Special Studies/Analysis- Historical

Disaster Response

This entity does not appear in the disaster response registry.

RFB #: DMAVS 2021-07

Name of RFB: Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511, for the Manchester Readiness Center Anti-Terrorism Force Protection (ATFP) Site Improvements, Manchester, NH

Number of Responses to RFB: 3

Contractor	Bid Amount	Rank
Independent Archaeological Consulting, LLC	\$14,047.00	A
Northeast Archaeology Research Center	\$16,074.00	B
Paleowest	N/A	Disqualified

The resulting contract was awarded to Independent Archaeological Consulting, LLC. The company meets the criteria established in the RFB.

Zayac, Erin

From: jcofelice@iac-llc.net
Sent: ~~Friday, October 8, 2021 11:59 AM~~
To: DAS: PRCHWEB
Cc: jtumelaire@iac-llc.net; sdouglas@iac-llc.net; Zayac, Erin
Subject: RFB DMA VS 2020-07
Attachments: IAC Bid Packet_Transmittal Letter_Bid Form_Vendor Contac_Sample P-37 10-8-21.pdf; NHDMAVS_Manch_Readiness_Monitoring_Fall-Spring_9-29-21.xls; IAC_Jacob Tumelaire_1_Page_Resume.pdf; IAC_ShannonMascarenhas_1 Page Resume 9-24-2021.pdf

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good afternoon,

IAC is pleased to submit a bid for the "Archaeological Monitoring, Native American Sites 27-HB-510, and 27-HB-511, for the Manchester Readiness Center Anti-Terrorism Force Protection (ATFP) Site Improvements [Project No. 330566] Manchester, New Hampshire" project (Bid Number RFB DMA VS 2021-07).

We are a registered State of NH Vendor:

Vendor name: Indp Archaeological Consulting
Vendor number: 158338

I have attached the following documents for your review:

- Department of Military Affairs and Veterans Services Bid Transmittal Letter
- Bid Form (Page 13 of bid packet)
- Vendor Contact Info Form (Page 14 of bid packet)
- Sample P-37 form
- Itemized cost proposal (including Fall and Spring mobilizations)
- Qualifications and experience of the archaeologists who will conduct the monitoring

I have scanned the first three items into a single document -please let me know if this is unacceptable and I will resend as separate documents.

Thank you very much, and please feel free to contact IAC if you need any additional information!

Jesse Cofelice, MA, RPA
Director and Principal Investigator
Independent Archaeological Consulting, LLC
34 Dover Point Road, Suite 300
Dover, NH 03820
Office: 603-430-2970
Cell: 603-380-2263



Independent Archaeological Consulting, LLC

Department of Military Affairs and Veterans Services Bid Transmittal Letter

Date: October 8, 2021

Company Name: Independent Archaeological Consulting, LLC
Address: 34 Dover Point Rd, Suite 300
Dover NH 03820

To: Point of Contact: Erin Zayac

Telephone: (603)-225-1361

Email: Erin.M.Zayac@DMAVS.nh.gov

RE: Bid Invitation Name: "ARCHAEOLOGICAL MONITORING, NATIVE AMERICAN SITES 27-HB-510 and 27-HB-511, FOR THE MANCHESTER READINESS CENTER ANTI-TERRORISM FORCE PROTECTION (ATFP) SITE IMPROVEMENTS [PROJECT NO. 330566] MANCHESTER, NEW HAMPSHIRE"

Bid Number: RFB DMAVS 2021-07

Bid Posted Date (by): 10/05/21 (by 4:00 PM EST)

Bid Closing Date and Time: 10/11/21 @ 2:00 PM (EST)

Dear Vendors:

[Insert name of signor] Jacob Tumelaire, on behalf of Independent Archaeological Consulting, LLC (IAC)
[insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **RFB DMAVS 2021-07** for Manchester Readiness Center – Archaeological Monitoring at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

d. Is currently debarred from performing work on any project of the federal government or the government of any state;

e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

f. Is presently subject to any order of the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

g. Is presently subject to any sanction or penalty finally issued by the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;

h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;

i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature Jacob Turnelaine

Authorized Signor's Title Director & Principal Investigator

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Strafford STATE: NH ZIP: 03820

On the 8th day of October, 2021, personally appeared before me, the above named Jacob Turnelaine, in his/her capacity as authorized representative of IAC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Stephanie Douglas Stephanie Douglas

(Notary Public/Justice of the Peace)

STEPHANIE DOUGLAS
Notary Public - New Hampshire
My Commission Expires December 6, 2022

My commission expires: 12/8/2022 (Date)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BID FORM

BID OPENING

Date: DATE 10/5/21

Time: TIME by 4:00 PM EST

Subject: ARCHAEOLOGICAL MONITORING, NATIVE AMERICAN SITES 27-HB-510 and 27-HB-511,
FOR THE MANCHESTER READINESS CENTER ANTI-TERRORISM FORCE PROTECTION (ATFP)
SITE IMPROVEMENTS [PROJECT NO. 330566] MANCHESTER, NEW HAMPSHIRE

TOTAL BID AMOUNT

Numerical Bid \$ 14,047.00

Verbal Bid Fourteen Thousand and forty
Seven dollars and zero cents.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Contact Name:	Jacob Tumelaire
Local Telephone Number:	# 603-430-2970
Toll Free Telephone Number:	N/A
Email Address:	jtumelaire@iac-llc.net
Company Name:	Independent Archaeological Consulting, LLC
Company Website:	www.iac-llc.net
Company Address:	34 Dover Point Road, Suite 300, Dover NH 03820

SERVICE LOCATIONS:

The Archaeological Monitoring services will be performed at Manchester Readiness Center, 1059 Canal Street, Manchester, New Hampshire in the site locations listed in the Scope of Services.

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: Scope of Services

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Jacob D. Tumelaire, MA, RPA
Director & Principal Investigator
Independent Archaeological Consulting, LLC
34 Dover Point Road, Suite 300, Dover, NH 03820
603-430-2970 jtumelaire@iac-llc.net



Education

- 2014 M.A., Anthropology (Archaeological emphasis), Northern Arizona University, Flagstaff, AZ. Notable Courses/Coursework Completed: Ceramic Analysis, Lithic Analysis, GIS. Master's Thesis: *Research at the Rainbow Forest: An Investigation of PaleoAmerican Activity in Eastern Arizona.*
- 2005 B.A., Anthropology, Northern Arizona University, Flagstaff, AZ. *Minor, History*

Certification

Meets Secretary of Interior 36-CFR-61 Standards for Archaeologists;
Member of RPA (Register of Professional Archaeologists); Approved for all levels of archaeological investigation in New Hampshire and Vermont. Listed on Level 2 Prehistoric Archaeologist Approved List, Maine Historic Preservation Commission.

Experience and Expertise

As Principal Investigator, Mr. Tumelaire supervises all phases of archaeological investigation and reporting (research, survey, site identification, preparation and excavation, artifact analysis and reporting). His position requires accurate site map creation and digital conversion, artifact analysis and data interpretation/manipulation utilizing various software programs. Additional duties include writing, review and final publication of archaeological reports. He specializes in Pre-Contact Native American archaeology and is well-versed in Post-Contact Euroamerican archaeological resources. Jacob has extensive experience with GPS navigation, processing and software as well as GIS technology. From 2016-present, Jake has implemented, analyzed and prepared formal reports for numerous Phase IA, Phase IB, Phase II and Phase III efforts across New Hampshire and northern New England. Reports submitted to various environmental consulting firms in New Hampshire.

Selected Publications and Technical Reports

- 2019 *Phase IB Intensive Archaeological Investigation NHDOT 16099:1-293 Exits 6 & 7 (Manchester 16099) Manchester (Hillsborough County), New Hampshire.* Report submitted to Vannasse Hangen Brustlin, Inc., Bedford, New Hampshire.
- 2019 *Phase II Determination of eligibility and Targeted Data Recovery for Eversource P134 Line Storm Hardening Structure 40 Site, Structure 41 Site, Structure 46 Site, Structure 47 Site, Structure 48 Site, and Structure 54 Site Nashua and Hudson (Hillsborough County), New Hampshire.* Report submitted to Vanasse Hangen Brustlin, Inc., Bedford New Hampshire.
- 2019 *Phase IA Archaeological Sensitivity Assessment Phase IB Intensive Archaeological Investigation and Phase II Determinations of Eligibility NHDOT 13761 F.E. Everett Turnpike Widening) Exit 8 to 1-293) – Part A (Nashua-Merrimack-Bedford 13761) Nashua, Merrimack and Bedford (Hillsborough County), New Hampshire.* Report submitted to CHA Consulting, Inc., Keene New Hampshire



Shannon A. Mascarenhas, MA

Field Supervisor

Independent Archaeological Consulting, LLC
34 Dover Point Road, Suite 300, Dover, NH 03820
603 430-2970 | smascarenhas@iac-llc.net

Ms. Mascarenhas supervises archaeological field excavations and authors or co-authors comprehensive reports suitable for submission to State Historic Preservation Offices as part of the Section 106 process. She makes significant contributions to the overall project by performing in-depth artifact analysis, soil interpretations and digital documentation of sites and artifacts.

Education

- 2018 M.A. Archaeology of the Americas and Digital Archaeology, Universiteit Leiden. Thesis: "An Exploration of Ritual Movement - Incorporating Viewshed and Least Cost Path Analysis Connecting the Geoglyphs in Palpa Peru to the Surrounding Settlements."
2015 B.A. Anthropology/Archaeology, University of Toronto, Toronto, Ontario

Certification

Meets Secretary of Interior 36-CFR-61 Standards for Archaeologists

Selected Publications and Technical Reports

Mascarenhas, Shannon

- 2021 *Phase IB Intensive Archaeological Investigation: AECOM Peirce Island Force Main 2020, Portsmouth (Rockingham County), New Hampshire.* Report submitted to David Trubey New Hampshire Division of Historical Resources, Concord, New Hampshire.

Mascarenhas, Shannon and Jacob Tumelaire

- 2021a *Phase IA Archaeological Sensitivity Assessment New England Solar Garden Corp (NESG) Dorrs Corner Solar, Ossipee (Carroll County), New Hampshire.* Report submitted to David Trubey New Hampshire Division of Historical Resources, Concord, New Hampshire.
2021b *Phase IA Archaeological Sensitivity Assessment New England Solar Garden Corp (NESG) Route 125 Solar, Milton (Strafford County), New Hampshire.* Report submitted to David Trubey New Hampshire Division of Historical Resources, Concord, New Hampshire.
2021c *Phase IB Intensive Archaeological Investigation NESG: 1020 Route 16 Solar Farm Project, Ossipee (Carroll County), New Hampshire.* Report submitted to David Trubey New Hampshire Division of Historical Resources, Concord, New Hampshire.

Mascarenhas, Shannon, Peter Morrison and Jessica Cofelice

- 2021 *Burley Farm (27-RK- 584): Phase IB Intensive Archaeological Investigation, Epping (Rockingham County), New Hampshire.* Report submitted to Southeast Land Trust, Exeter, New Hampshire.

Cofelice, Jessica, Roxanne Pendleton, Shannon Mascarenhas, Crystina Friese and Jacob Tumelaire

- 2021 *Phase IA Archaeological Sensitivity Assessment and Phase IB Intensive Archaeological Investigation NHDOT 42522: US 302/East Conway Road HSIP Intersection Safety Improvements Project Conway (Carroll County), New Hampshire.* Report submitted to Hoyle, Tanner & Associates, Manchester, New Hampshire.

Independent Archaeological Consulting, LLC
34 Dover Point Road, Suite 300
Dover, New Hampshire 03820

DMAVS Archaeological Monitoring
Manchester Readiness Center
Anti-Terrorism Force Protection Site Improvements
(Project No. 330566)
Manchester, New Hampshire

September 23, 2021

Tasks 1-4: Archaeological Monitoring, Native American Sites 27-HB-510 and 27-HB-511 at Manchester Readiness Center		# Hours	Hourly Rate	Total Cost
1. Background Research	Principal Investigator	4	\$ 95.00	\$ 380.00
1. Draft Investigational Plan	Principal Investigator	8	\$ 95.00	\$ 760.00
1. Site Visit/Meeting	Principal Investigator	4	\$ 95.00	\$ 380.00
1. Mileage	100 miles x \$0.56/mile	100	\$0.56	\$ 56.00
2. Pre-Fieldwork Prep	Archaeological Technician	1	\$55.00	\$ 55.00
2. Monitoring (Fall 2021)	Principal Investigator	20	\$95.00	\$ 1,900.00
2. Monitoring (Fall 2021)	Archaeological Technician	20	\$55.00	\$ 1,100.00
2. Monitoring (Spring 2022)	Principal Investigator	20	\$95.00	\$ 1,900.00
2. Monitoring (Spring 2022)	Archaeological Technician	20	\$55.00	\$ 1,100.00
2. Labwork/Analysis	Principal Investigator	8	\$95.00	\$ 760.00
2. Labwork/Analysis	Archaeological Technician	16	\$55.00	\$ 880.00
2. Field/Lab Miscellaneous	Supplies, postage, and photocopies	8	\$50.00	\$ 400.00
2. Mileage	1000 miles x \$0.56/mile	1000	\$0.56	\$ 560.00
3. Prepare Summary Report	Principal Investigator	4	\$95.00	\$ 380.00
3. Prepare Summary Report	Archaeological Technician	8	\$55.00	\$ 440.00
4. Prepare Final Report	Principal Investigator	16	\$ 95.00	\$ 1,520.00
4. Prepare Final Report	Archaeological Technician	8	\$ 55.00	\$ 440.00
4. Artifact Preparation*	Principal Investigator	2	\$95.00	\$ 190.00
4. Artifact Preparation*	Archaeological Technician	8	\$55.00	\$ 440.00
4. Artifact Curation*	\$350.00 per box	1	\$350.00	\$ 350.00
4. Mileage	1 round-trip to Concord	100	\$ 0.56	\$ 56.00
Total for Tasks 1-4: Archaeological Monitoring Project				\$ 14,047.00

*includes preparing, packaging and curating collected artifacts to meet NHDHR's 2020 guidelines.
Cost based on expected artifact yield and line item subject to change.