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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

May 10, 2013

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a contract with Public Archeology Laboratory, Inc.,(VC#248327) of Pawtucket, RI in the amount of $16,350 for the research and preparation of a Historic District Area Form and to conduct a Phase 1A Archeological Sensitivity Assessment for Crawford Notch State Park – Wiley House Site with approval of Governor and Executive Council through August 30, 2013. 100% Agency Income.

Funding is available in account, Conservation Plate Fund, as follows pending budget approval for FY2014.

		FY 2014
03-35-35-350010-34050000-048-500226	Contractual Maint. B&G	$16,350

EXPLANATION

The Division of Parks and Recreation issued a Request for Proposals (RFP) (attachment #1) in February 2013 in order to select a firm to provide consultant services to prepare a Historic District Area Form and to conduct a Phase 1A Archeological Sensitivity Assessment for Crawford Notch State Park – Wiley House Site. This study is being conducted to document the historic resources on site as a first step in planning for redevelopment of the property. A notice was sent to more than 32 preservation consulting firms. Fourteen firms responded to the RFP solicitation.

A selection committee (attachment #2) reviewed the proposals and scored them based on a pre-determined set of criteria as indicated in the RFP solicitation. Four submissions were determined to be not eligible due to qualifications. The ten remaining submissions were evaluated and the committee felt a second scoring round was needed to rate the top three submissions. A summary of the bid results of the proposals is included as Attachment # 3, and the committee recommends the Public Archeology Laboratory.

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

Submitted by,

Philip A. Bryce
Director

Concurred by,

Jeffrey J. Rose
Commissioner

PAB/JJR/jl

Attachment #1

State of New Hampshire
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION
Request for Proposals

HISTORIC RESOURCE SURVEY
CRAWFORD NOTCH STATE PARK
Wiley House Site

Issue Date:	February 13, 2013
Proposal Due Date:	March 13, 2013
Anticipated Start Date:	May 15, 2013
Estimated Project End Date:	August 30, 2013

INVITATION
The State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation is soliciting proposals from qualified parties to prepare a Historic District Area Form and Phase IA: Archaeological Sensitivity Assessment for Crawford Notch State Park – Wiley House Site located in Harts Location NH.

BACKROUND
The lands of Crawford Notch State Park were acquired by the State of New Hampshire in 1911 with the purchase of 6,000 acres. The park still retains its character with limited development.

The history of the White Mountain region is well documented. The completion of the railroad through Crawford Notch in 1875 encouraged the development of summer resort hotels in the area. The popularity of automobiles spurred the state to lease the Wiley House Site in 1922 to Messieurs Donahue and Hamlin who built log cabins, a restaurant and gift shop at the site. The Willey House Site remained under concession agreements until 1998 when the Division of Parks and Recreation took over its operation.

The Historic Resource Survey is the first step in our study of Crawford Notch State Park as we anticipate future planning for redevelopment of the park.

OBJECTIVE AND SCOPE OF WORK
The Division of Parks and Recreation seeks a consultant to prepare two reports: a Historic District Area Form; and a Phase IA Archeological Sensitivity Assessment. Consultants shall be 36 CFR Part 61 qualified. Both reports are to satisfy a Section 106 review.

The consultant shall:

1. Review existing documents at the Divisions of Parks and Recreation and Historical Resources;
2. Conduct site visit to assess the facilities at the Wiley House Site;
3. Provide the Division of Parks and Recreation with a Historic District Area Form prepared in accordance with the guidance of the NH Division of Historical Resources;
4. Provide the Division of Parks and Recreation a Phase IA Archeological Sensitivity Assessment prepared in accordance with the guidance of the NH Division of Historical Resources;

5. Submit reports to the Determination of Eligibility Committee; and
6. Provide two print copies with original photographs and one electronic copy of the final report.

PROPOSAL INSTRUCTIONS

The following information **shall** be included in each proposal:

1. Cover letter signed by the person submitting the proposal that summarizes the terms of the proposal and commits to providing well-documented invoices in a timely manner;
2. A not to exceed bid for the work outlined;
3. Survey approach description and project timeline including review and acceptance of reports by Determination of Eligibility Committee.
4. A statement outlining your experience in conducting historic resource surveys;
5. Resumes of key project personnel and their professional experience;
6. Mailing address, phone number and email address for principal contact; and
7. List of three clients references for projects similar in scope. Include the name and phone number of the contact person.

EVALUATION PROCEDURE

Proposals will be reviewed by a selection committee. The proposals will be ranked in order of preference based on the criteria listed below.

Criteria	Maximum Score
Qualifications and Experience	30
Survey Approach	30
Survey Cost	40

AWARDING OF CONTRACT

The selected provider will be recommended to the Director of the Division of Parks and Recreation and forwarded to the Governor and Executive Council for approval. The contractor is expected to be able to adhere to the conditions outlined in the State of New Hampshire P-37 Contract Agreement. Payment will be on a monthly basis in proportion to the work completed. The "Scope of Work" is a realistic outline of work to be done, however, the scope may increase or decrease during the term of the final contract agreement. Work is expected to begin **May 15, 2013** and be completed by **August 30, 2013**.

SUBMTTAL PROPOSAL

Prospective consultants should submit **three** copies of their proposal to:

Johanna Lyons, State Park Planning and Development Specialist
Division of Parks and Recreation
PO Box 1856
Concord, NH 03302-1856

(for in-person or alternative mail delivery)
172 Pembroke Road, Concord, NH

Phone: (603)271-3556
Email: johanna.lyons@dred.state.nh.us

Proposals must be labeled "Proposals for Crawford Notch State Park Survey". Proposals are due at 172 Pembroke Rd, Concord, New Hampshire no later than 3:00 p.m. on March 13, 2013.

The Division of Parks and Recreation reserves the right to reject any and all proposals.

Attachment #2
Selection Committee

Benjamin Wilson
Chief, Bureau of Historic Sites
Division of Parks and Recreation

Nadine Peterson
Preservation Planner
Department of Cultural Resources – Division of Historical Resources

Edna Feighner
Archaeologist and Review & Compliance Coordinator
Department of Cultural Resources – Division of Historical Resources

Johanna Lyons
State Park Planning and Development Specialist
Division of Parks and Recreation

ATTACHMENT 3
Crawford Notch State Park
RFP Summary

Consultant	Johanna Lyons		Nadine Peterson		Ben Wilson		Edna Feighner	
	Total Score	*Ranking*	*Total Score*	*Ranking*	*Total Score*	*Ranking*	*Total Score*	*Ranking*
Public Archeology Laboratory	83	2	90	1	85	1	100	1
Hartgen Archeological Asso Inc	88	1	85	2	80	3	90	2
Hunter Research, Inc.	75	3	80	3	85	2	80	3

Responses

Consultant	Cost	Notes
The Preservation Company	$11,245	
Northeast Archaeology Research Center, Inc.	$11,745	
Hartgen Archeological Asso.	$12,200	REVIEWED SECOND ROUND
Hunter Research, Inc.	$12,276	REVIEWED SECOND ROUND
A&D Klumb Environmental, LLC	$12,500	
BL Companies, Inc.	$14,700	
Public Archeology Laboratory	$16,350	RECOMMENDED
URS Corporation	$19,748.23	
Tetra Tech, Inc.	$19,975	
Richard Grubb & Associates, Inc.	$21,112	
TKS Historic Resources	$5,750	Not Qualified
Victoria Bunker, Inc.	$6,500	Not Qualified
The Ottery Group, Inc.	$22,500	Not Qualified
University of Massachusetts	$30,282	Not Qualified

Subject: Crawford Notch State Park - Historical Research Project

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DRED - Division of Parks and Recreation	1.2 State Agency Address PO Box 1856, 172 Pembroke Rd, Concord NH 03302
1.3 Contractor Name The Public Archaeology Laboratory, Inc.	1.4 Contractor Address 26 Main Street, Pawtucket RI, 02860
1.5 Contractor Phone Number 401-728-8784	1.6 Account Number 34050000-048-500226
1.7 Completion Date August 30, 2013	1.8 Price Limitation $16,350.00
1.9 Contracting Officer for State Agency Benjamin Wilson, Chief, Bureau of Historic Sites	1.10 State Agency Telephone Number 603-271-3556
1.11 Contractor Signature Deborah C Cox	1.12 Name and Title of Contractor Signatory President Deborah C Cox

1.13 Acknowledgement: State of RI, County of Providence

On April 22, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Zaid Muhammad

[Seal]

ZAID MUHAMMAD
NOTARY PUBLIC
STATE OF RHODE ISLAND #59430
MY COMMISSION EXPIRES DEC. 8, 2014

1.13.2 Name and Title of Notary or Justice of the Peace

Zaid Muhammad, Notary

1.14 State Agency Signature Jeffrey J Rose	1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: N/A Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 6/5/13

1.18 Approval by the Governor and Executive Council

By: On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials
Date 5/3/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials _____

Date 5/13

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DCG
Date 5/13

Crawford Notch State Park
Phase 1A Archeological Sensitivity Assessment
and Historic District Area Form Preparation

EXHIBIT A

Services
The consultant shall prepare a Phase 1A Archeological Sensitivity Assessment and Historic District Area Form to satisfy a Section 106 review:

1. Review existing documents at the Divisions of Parks and Recreation and Historical Resources;
2. Conduct site visit to assess the facilities at the Wiley House Site;
3. Provide the Division of Parks and Recreation with a Historic District Area Form prepared in accordance with the guidance of the NH Division of Historical Resources;
4. Provide the Division of Parks and Recreation a Phase IA Archeological Sensitivity Assessment prepared in accordance with the guidance of the NH Division of Historical Resources;
5. Submit reports to the Determination of Eligibility Committee; and
6. Provide two print copies with original photographs and one electronic copy of the final report.

EXHIBIT B

Contract Price/Price Limitation/Payment

Total contract not to exceed $16,350.
Payment will be on a monthly basis in proportion to the work completed.

EXHIBIT C

Special Provisions
There are no special or additional provisions to this contract.

Contractor Initials
Date 5/13

STATE OF NEW HAMPSHIRE

ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

VENDOR # _____
(Assigned by Purchase & Property)

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9.
If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

BUSINESS NAME: **The Public Archaeology Laboratory, Inc.**

ADDITIONAL or DBA NAME: _____

LEGAL NAME: **The Public Archaeology Laboratory, Inc.**

REMIT ADDRESS: **26 Main Street**

CITY/TOWN: Pawtucket **STATE: RI** **ZIP: 02860**

BUSINESS ADDRESS: 26 Main Street

CITY/TOWN: Pawtucket **STATE: RI** **ZIP: 02860**

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): _____ **Fed ID # (EIN/FIN):** 05-0397614

PRINCIPAL ACTIVITY

[ ] Service Provider [ ] oduct/Merch andise Provider [ ] Other Provider

List the principal type of service, product or other that is provided: Cultural resource management consulting

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DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

[ ] Individual/Sole-Proprietor [ ] nership/LLP [ ] vernment

[ ] rporation Esta[ ] or Trust [ ] lth Care Provider

[ ] LLC [x] Non-Profit (attach exemption) [ ] Legal Services

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): Deborah C. Cox, President

TELEPHONE #: (401) 728-8780 **TOLL FREE #:** _____ **FAX #: (401) 728-8784**

SIGNATURE: Deborah C Cox **DATE:** April 22, 13

PLEASE RETURN WHEN COMPLETED TO:

DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF PURCHASE & PROPERTY
TE HOUSE ANNEX – ROOM 102
5 CAPITOL STREET
CONCORD NH 03301

(Phone) 603-271-2201
(FAX) 603-271-2700
STA 2
http://www.admin.state.nh.us/purchasing
prchweb@nh.gov

Internal Revenue Service Department of the Treasury

[redacted]

District
Director

P. O. BOX 1680, GPO
Brooklyn, New York 11202

Date: FEB 27 1985

The Public Archaeology Laboratory,
Incorporated
217 Angell Street
Providence, R.I. 02906

Employer Identification Number:
05-0397614
Accounting Period Ending:
June 30th
Form 990 Required: X Yes ___ No
Person to Contact:
Mary Joyce
Contact Telephone Number:
(617) 223-4241

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section(s) 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid $100 or more in a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The line checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $10,000*, or $25,000 for years ended on or after December 31, 1982. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

cc: Mr. Charles A. Hambly, JR.
c/o Higgins, Cavanagh & Cooney
123 Dyer Street
Providence, R.I. 02903

The attached is an integral part of this determination letter.

* For tax years ending on and after December 31, 1982, organizations whose gross receipts are not normally more than $25,000, are excused from filing Form 990. For guidance in determining if your gross receipts are "normally" not more than the $25,000 limit, see the instructions for the Form 990.

CERTIFICATE OF VOTE

(Corporation with Seal)

I, Deborah C. Cox, President of the
(Corporation Representative Name) (Corporation Representative Title)
The Public Archaeology Laboratory, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
(Corporation Representative Title)
The Public Archaeology Lab., Inc., a Rhode Island corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17th day of September, ~~20~~ 1992, which meeting was duly held in accordance with

Rhode Island law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Resources and Economic Development, providing for the performance by the Corporation of certain Cultural Resource Services services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Deborah Cox	President Name
Martha Werenfels	Chairperson ~~Vice President~~ Name
Nicole Castanet	Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President (Title) of the Corporation and have affixed its corporate seal this 22 day of April, 20 13.

President
(Title)

(Seal)

STATE OF Rhode Island

COUNTY OF Providence

On this the ____ day of _____, 20___, before me, Deborah C. Cox, the undersigned officer, personally appeared Deborah C Cox, who acknowledge her/himself to be the

President, of The Public Archaeology Laboratory, Inc., a corporation, and that she/he, as

(Title) (Name of Corporation)
such President being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Zaid Muhammad
Notary Public/Justice of the Peace

My Commission expires: _____

ZAID MUHAMMAD
NOTARY PUBLIC
STATE OF RHODE ISLAND #59430
MY COMMISSION EXPIRES DEC. 8, 2014

Client#: 25071 PUBAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2013

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

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

PRODUCER OceanPoint Insurance Agency 26 Bosworth Street Barrington, RI 02806 401 245-3900	CONTACT NAME: PHONE (A/C, No, Ext): 401 245-3900 FAX (A/C, No): 401-245-3902 E-MAIL ADDRESS:
INSURED Public Archaeology Laboratory 26 Main Street Pawtucket, RI 02860	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Peerless Insurance Co. INSURER B : Beacon Mutual INSURER C : Chubb Group of Ins. Co. INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP9723197	06/05/2012	06/05/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BA9723397	06/05/2012	06/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CU8472748	06/05/2012	06/05/2013	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			27100	10/30/2012	10/30/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional			68023139	02/24/2013	02/24/2014	$1,000,000 Limit	
A	Valuable Papers			CBP9723197	06/05/2012	06/05/2013	$170,000 Limit	

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

Re: Cultural Resource Services - Crawford Notch

CERTIFICATE HOLDER

State of NH
Attn: Johanna Lyons
DRED - Div of Parks & Recreation
PO Box 1856
Concord, NH 03302

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

Linda Cook

RDC