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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

March 12, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a zero cost contract with New England Archaeology Company, LLC (vendor code #165669) of Plaistow, NH from the date of Governor and Council approval through June 30, 2013. This is a time extension from the original contract approved by Governor and Council on October 26, 2011 (Item #31)

Explanation

The New Hampshire Fish and Game Department (NHFGD) obtained a grant from the New Hampshire Division of Historic Resources (NHDHR) in 2011 to complete an archaeological survey of the Bellamy River Wildlife Management Area. According to NHDHR, the property has high potential to contain early European settlement and Native American sites that could potentially be disturbed by vegetation management activities that aim to provide habitat for state-endangered New England cottontails and other declining species that require shrubland and young forest habitats.

The Governor and Executive Council approved an original contract on October 26, 2011 (Item #31). Most of the work covered in the original contract was completed. However, the contractor was not able to complete two tasks before the contract expired on January 31, 2013. The new contract will allow sufficient time to complete the required work and submit an approved final report.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Subject: Archaeological Survey of the Bellamy River WMA, Dover, NH **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Fish & Game Dept</u>		1.2 State Agency Address <u>11 Hazen Dr, Concord, NH 03301</u>	
1.3 Contractor Name <u>New England Archaeology, LLC</u>		1.4 Contractor Address <u>128R Main Street, Plaistow, NH 03865</u>	
1.5 Contractor Phone Number <u>(603) 378-0181</u>	1.6 Account Number <u>21550000-304-500841</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>\$0.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-0453</u>	
1.11 Contractor Signature <u>Brian Volimont</u>		1.12 Name and Title of Contractor Signatory <u>Brian Volimont, owner/pr, principal</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>3/6/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Rhonda Boutot</u>		RHONDA M BOUTOT, Notary Public My Commission Expires July 16, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rhonda Boutot, notary</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Glenn Normandeau, Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>3-16-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials BV
Date 3/6/13

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 BV
Date 3/8/13

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.

Exhibit A

SCOPE OF SERVICES

ARCHEAOLOGICAL SURVEY OF THE BELLAMY RIVER WILDLIFE MANAGEMENT AREA DOVER, NH

This Scope of Services provides a detailed description of the remaining services to be provided by the contractor to fulfill the terms of the original contract.

TASK 1 (September-October 2011) – Archaeological survey of three treatment areas where habitat management was slated to occur to provide habitat for state-endangered New England cottontails – **COMPLETED**

TASK 2 (October 2011 – January 2013) - Given the potential historic significance of this property, the fact that it is managed for wildlife habitat including those that are state and potentially federally listed, and NHFGD's desire to work cooperatively with NHDHR to identify and interpret significant historical resources on the properties that it manages, TASK 2 will include an archaeological assessment on the rest of the property. TASK 2 will be completed in four parts:

Part 1: Historic Background Assessment and Summary - COMPLETED

Part 2: Assessment of Environmental Variables to Identify Potential Native American Sites - COMPLETED

Part 3: Field Investigations – NOT COMPLETED

The contractor will work with NHDHR staff to coordinate and supervise trained volunteer archaeologists to document known historic resources (e.g., five cemeteries, stonewalls, and a potential tidal grist mill) and dig shovel test pits in high priority areas. All test pits will be recorded on standard recording forms and all historic materials (not including contemporary materials generally less than 20 years old) will be bagged and labeled for processing and analysis (i.e., washing, cataloging, and interpreting significance of found artifacts) by trained volunteer archaeologists under the direction of the contractor. The shovel test pits should be filled in as soon as field work is completed. An interim report will be provided to NHFGD and NHDHR summarizing the field investigations including any significant findings, including a map showing the location of those findings and their historic significance.

Part 4: Final Report – NOT COMPLETED

A full Phase I archaeological report meeting all of the standard specifications of the NHDHR that also includes a compilation of the interim reports will be submitted to NHDHR and NHFGD for review by the contractor after fieldwork has been completed. A final report, approved by both NHDHR and NHFGC is required no later than January 31, 2013.

TASK 3 (October 2011 – January 2013) - pay trained volunteer archeologists to assist with field work – **COMPLETED**

Exhibit B

METHOD OF PAYMENT

1. Payment will be made after successful completion of each task outlined in Exhibit A (including receipt of written reports) and detailed below.

Task	Payment
Task 1	\$1,250.00 PAID
Task 2	
Part 1	\$1,750.00 PAID
Part 2	\$1,750.00 PAID
Part 3	\$1,750.00 REMAINING
Part 4	\$1,750.00 REMAINING

Task 3	\$1,750.00 PAID
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Total Remaining Payment \$3,500 NTE

2. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department and the NH Department of Cultural Resources.
3. Invoices will be submitted by the contractor to: The New Hampshire Fish and Game Department, ATTN: Jim Oehler, 11 Hazen Drive, Concord, New Hampshire 03301.
4. This contract shall become effective upon approval by the Governor and Council and will run through **June 30, 2013**, subject to any restrictions specified in this prospectus.

Exhibit C

SPECIAL CONDITIONS

Contractor Qualifications: Individuals overseeing historic artifact documentation, conducting the assessment to identify high priority areas for excavations, and those writing the Phase I report should meet the following qualifications, which come from the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61.

- A graduate degree in archaeology, anthropology, or closely related field;
- At least one year of full-time professional experience or equivalent specialized training in archaeological research, administration or management;
- At least four months of supervised field and analytic experience in general North American archaeology; and
- Demonstrated ability to complete research through articles, studies, or other publications within the field of archaeology.
- In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience in the study of archaeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period. Given the location and focus of this project, this experience should ideally have been obtained within New England's seacoast region. Demonstrated experience working on early 17th century resources in NH or adjacent states is also required.
- To appropriately implement Task 2 of this contract, the bidder or its partners or subcontractors should have experience working with NH SCRAP or an equivalent vocational training program.

Insurance: 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:

- 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 \$1,000,000 per occurrence; and
- The policies 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.

Worker's Compensation: 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").

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.

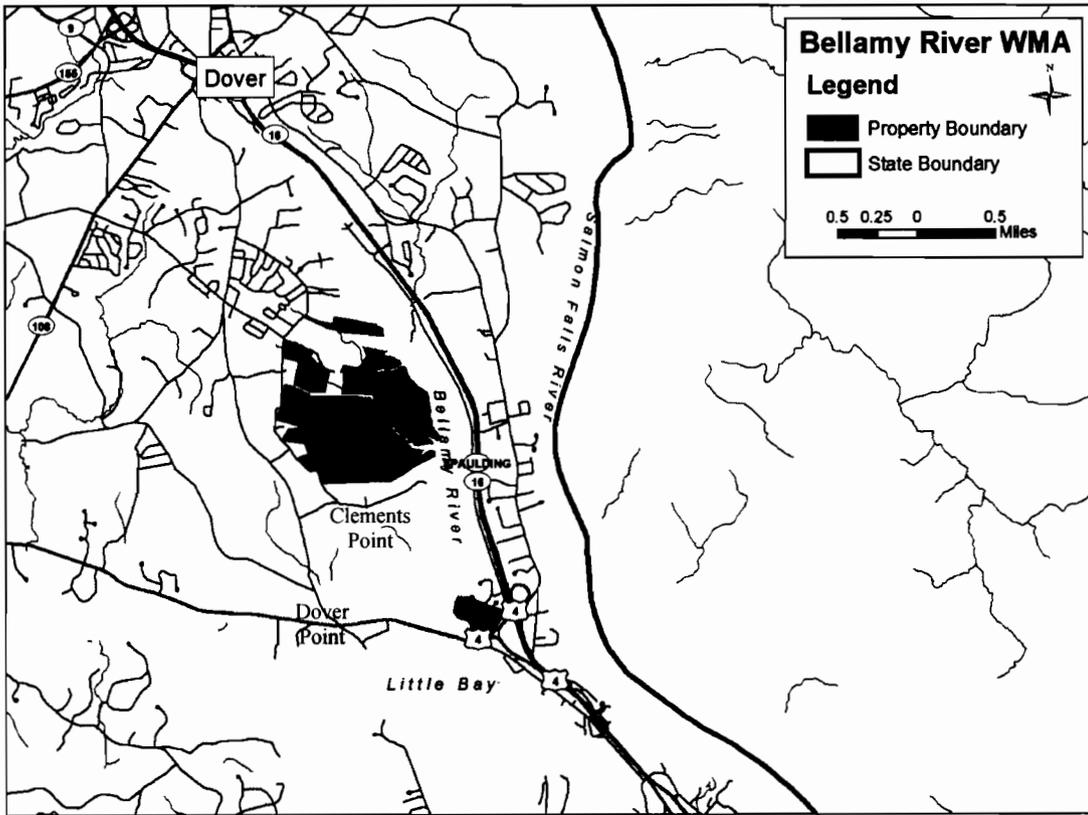


Figure 1. Locus map for Bellamy River Wildlife Management Area, Dover, NH.

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 New England Archaeology Co., LLC is a New Hampshire limited liability company formed on September 30, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

LLC Certification of Authority

I, Brian Valimont hereby certify that I am the Manager of New England Archaeology Company, LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: Brian Valimont

Date: February 13, 2013

State of New Hampshire, County of Rockingham

On this the 13th day of February 2013, before me ^{Kelly Bezanon} ~~Brian Valimont~~, the undersigned officer, personally appeared Brian Valimont, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Kelly Bezanon



(Member = 2 owners)
(Manager = one owner)



New Hampshire Fish and Game Department

Governor & Council Approved

Date: 10/26/11

Item #: 31

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

October 6, 2011

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

Requested Action

1) Authorize the New Hampshire Fish and Game Department (NHFGD) to accept a \$10,000 Conservation License Plate Grant from the NH Division of Historic Resources to conduct an archaeological assessment of the Bellamy River Wildlife Management Area (BRWMA) in Dover, NH.

Funds to be deposited into 20 07500 2155-405234

2) Authorize NHFGD to enter into a contract with New England Archaeology Company, LLC (NEARC; vendor code #165669) of Newton, NH for an amount not to exceed \$10,000.00 to complete an archaeological assessment at the BRWMA from the date of Governor and Council approval through January 31, 2013. Funding is 100% other (CLP funds).

Funding is available and will be expended as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

	<u>FY 2012</u>	<u>FY2013</u>
020-07500-21550000-304-500841 Research & Mgmt	\$8,250.00	\$1,750.00

Explanation

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas. The primary purpose of those lands is to conserve, maintain, and enhance habitats for wildlife. NHFGD often engages in vegetative management on its properties to enhance habitats for priority species. Such is the case at the Bellamy WMA, which provides the best opportunity on state-owned lands to enhance habitat for state-endangered New England cottontail and other declining species that require shrubland and young forest habitats. Per 227-C:7, state agencies are to cooperate with the NHDHR to conserve historic resources on state lands. Similarly, per RSA 212-A:9, state agencies are to cooperate with NHFGD to conserve state endangered or threatened species. To further the purposes of

His Excellency, Governor John H. Lynch

And the Honorable Council

October 6, 2011

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these statutes, NHFGD is collaborating with NHDHR to conduct an archaeological assessment of the Bellamy WMA. According to NHDHR, the property has high potential to contain early European settlement and Native American sites that could potentially be disturbed by proposed vegetation management activities. The survey will document historic resources on the property according to NHDHR specifications, which will facilitate continued habitat management on the property for the benefit of state-endangered and other wildlife species.

The contractor was selected through a competitive bid process following the posting of a legal notice and direct notification to twelve state qualified consulting archaeologists. New England Archaeology Company, LLC (NEARC) was the lower of two bids received (see attached bid sheet). NHFGD is adding \$1,750.00 to the bid of NEARC for a total contract cost not to exceed \$10,000. The additional funds will be expended by NEARC to pay State Conservation and Rescue Archaeology Program (SCRAP) trained archaeologists NHDHR's flat rate of \$100/day for their assistance in completing the archaeological survey. SCRAP is a public participation program for archaeological research, management, and education. NHDHR staff train interested members of the public in archaeological research skills, interpretation, conservation, and education that then assist with archaeological surveys across the state at significant cost savings.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division