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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
BUREAU OF HISTORIC SITES

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3238 Fax: (603) 271-3553

May 18, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract with Public Archaeology Laboratory Inc., (VC #248327), Pawtucket, RI in the amount of \$25,517 to research and prepare an expanded and revised National Register of Historic Places nomination for Weeks State Park, Lancaster, NH effective upon Governor and Council approval through May 31, 2023. 100% Agency Income.

Funding is available in account, Conservation Plate Funds, as follows:

03-035-035-350010-34050000-048-500226-35H09511-Contractual Maint., B&G

FY 2023
\$25,517

EXPLANATION

The John Wingate Weeks Estate in Lancaster was donated to the State in 1942 in memory of Weeks, whose legislation allowed for the creation of National Forests east of the Mississippi River. The National Register Nomination will expand and revise the material prepared for Weeks State Park in 1985. The existing nomination only includes the buildings at the summit of Mount Prospect, excluding the site's 438 acres of landscape features such as: the auto road, hiking trails, and ski tow – all of which contribute to the historic site's evolution as a diverse state park. This revised nomination will also argue for national significance of the site.

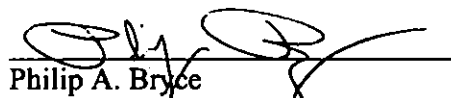
On January 25, 2022, a Request for Proposal (RFP) was posted on Division of Purchase and Property's website and NH State Parks website. All consultants listed with the Division of Historic Resources were also invited to submit a statement of interest. Public Archaeology Laboratory was selected by a committee after reviewing six proposals based on qualifications and experience in preparation of National Register Nominations.


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

Respectfully submitted,

Concurred,

(154)


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner

Weeks State Park National Register Nomination Selection Scoring Sheet:

Up to 40 for the qualifications:

- individual(s) have 36CFR61 qualification(s)
- right staff assigned to the project
- ability to complete project in preferred timeframe (2022)

Up to 60 for experience:

- National Register nominations for similar properties (era, size, landscapes)
- Success with arguing significance at a national level
- knowledge of NH and North Country is a plus, but not a necessity

Firm Avg. Score

Brian Knight	
Qualifications (up to 40)	35
Experience (up to 60)	53.75
Total	88.75
Commonwealth	
Qualifications (up to 40)	35
Experience (up to 60)	40
Total	75
PAL	
Qualifications (up to 40)	40
Experience (up to 60)	58.75
Total	98.75
Post Oak	
Qualifications (up to 40)	35
Experience (up to 60)	28.75
Total	63.75
Roblee	
Qualifications (up to 40)	35
Experience (up to 60)	36.25
Total	71.25
TRC	
Qualifications (up to 40)	35
Experience (up to 60)	32.5
Total	67.5

Weeks State Park National Register Nomination Selection Committee

Name: Rebecca Weeks More

Title: PhD, Visiting Scholar at Brown University

Becky received her M.A. and Ph.D. from Brown University in History. She directed the Harriet W. Sheridan Center for Teaching at Learning at Brown from 1992 until her retirement in 2010. She continues an active research agenda, teaches and lectures and is actively involved with environmental issues in New Hampshire. In addition, she currently serves as trustee of the Weeks Medical Center (Lancaster NH), the President's Council at Plymouth State University (Plymouth NH), the Advisory Council of the Museum of the White Mountains Plymouth State University, the Outreach committee for the Society for the Protection of New Hampshire Forests (Concord NH), and the National Council at Strawberry Banke Museum (Portsmouth NH).

Name: Rachel Bruce

Title: Site Manager at Weeks State Park

Rachel has served as manager of Weeks State Park for sixteen years and oversees all operations on site, from tours and interpretation to trail work and staffing.

Name: Nadine Miller

Title: Deputy State Historic Preservation Officer, Division of Historical Resources

Nadine Miller is the Deputy State Historic Preservation Officer for the New Hampshire Division of Historical Resources. Here, she oversees federally funded and permitted project review and assists agencies in determining effects to historic resources. Recently she has overseen several large energy projects in which identifying rural landscapes is a key component of project review.

Name: Andrew Cushing

Title: Bureau of Historic Sites Chief, Division of Parks and Recreation


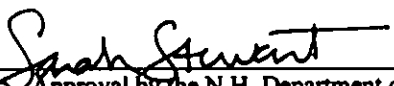

Andrew oversees the Bureau's portfolio of historic sites, including Weeks State Park. He has a master's degree in historic preservation.

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 Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03301	
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) 288-6325	1.6 Account Number 03-035-035-350010- 34050000-048-500226- 35H09511	1.7 Completion Date May 31, 2023	1.8 Price Limitation \$25,517
1.9 Contracting Officer for State Agency Andrew Cushing		1.10 State Agency Telephone Number (603) 271-3238	
1.11 Contractor Signature  Date: 5/3/2022		1.12 Name and Title of Contractor Signatory Deborah C. Cox, president	
1.13 State Agency Signature  Date: 5/26/2022		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
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:  On: 05/26/2022			
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.

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 NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF HISTORIC SITES**

National Register Nomination Expansion at Weeks State Park

EXHIBIT A

There are no additional or special provisions in this contract.

EXHIBIT B

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with all labor and material required for the revisions to and expansion of the National Register Nomination for John Wingate Weeks State Park and Historic Site:

- a) Provide written and photographic documentation of the architectural evolution and history of the Weeks Estate.
- b) Prepare a National Register Nomination, arguing for a level of national significance.
- c) Consult with the Division of Historical Resources to submit said nomination.

EXHIBIT C

Contract Price:

Base price: \$25,517

Total contract shall not exceed: \$25,517

Method of Payment:

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

Term:

This contract shall commence upon approval of the Governor and Executive Council with a completion date of May 31, 2023.

State of New Hampshire

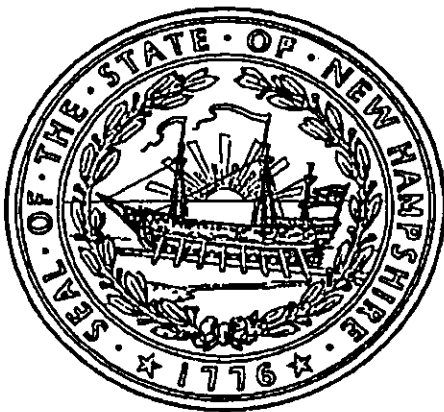
Department of State

CERTIFICATE

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

Business ID: 739732

Certificate Number: 0004984754



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2020.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	THE PUBLIC ARCHAEOLOGY LABORATORY INC.	Business ID:	739732
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/24/2016	Name in State of	THE PUBLIC ARCHAEOLOGY
Date of Formation in Jurisdiction:	02/24/2016	Incorporation:	LABORATORY INC.
Principal Office Address:	26 Main Street, Pawtucket, RI, 02860, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Foreign/Rhode Island	Last Nonprofit Report Year:	2020
Duration:	Perpetual	Next Report Year:	2025
Business Email:	jcox@palinc.com	Phone #:	NONE
Notification Email:	jcox@palinc.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To provide historic and cultural resource services.	

Principals Information

Name/Title	Business Address
Deborah C Cox / President	26 Main Street, Pawtucket, RI, 02860, USA
Peter Allen / Director	44 Oriole Avenue, Providence, RI, 02906, USA
Kris Bradner / Director	150 Chestnut Street 4th Floor, Providence, RI, 02903, USA
Nicole Castanet / Treasurer	1674B Ministerial Road, Wakefield, RI, 02879, USA
Ralph Montella / Secretary	18 Sylvia Lane, Lincoln, RI, 02865, USA

< Previous ... 1 **2** ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: Registered Agent Solutions, Inc.

Registered Office 10 Ferry Street 313, Concord, NH, 03301, USA
Address:

Registered Mailing 10 Ferry Street 313, Concord, NH, 03301, 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
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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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CERTIFICATE OF AUTHORITY

(Corporations Only)

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

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

VOTED, That

Deborah C. Cox

(Name)

President

(Officer)

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

Signatory:

Deborah C. Cox

Place of Business: 26 Main Street

Pawtucket, Rhode Island

I hereby certify that I am the Secretary/Clerk of The Public Archaeology Laboratory, Inc., that

Deborah C. Cox, is the duly elected

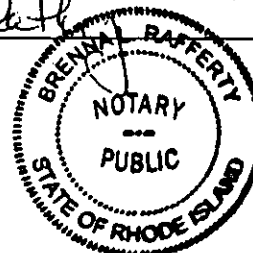
President, of said company, and that the above vote has not been amended rescinded and remains in full force and effect as of the date of this contract.

In witness whereof, the undersigned has affixed his signature and the corporate seal this _____ day of May 3, 2012.

Joseph A. Montello
Secretary/Clerk

Corporate Seal

Brenna Rafferty
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

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 Oceanpoint Insurance Agency 500 West Main Rd Middletown RI 02842		CONTACT NAME: Nancy Desjarlais PHONE (A/C, No, Ext): (401) 847-5200 FAX (A/C, No): (401) 848-5071 E-MAIL ADDRESS: ndesjarlais@oceanpointins.com	
INSURED The Public Archaeology Laboratory, Inc. 26 Main Street Pawtucket RI 02860		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Co (ACH) INSURER B: Ohio Casualty Ins Co INSURER C: Beacon Mutual INSURER D: Chubb Group of Ins. Co. INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL21101816811

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 SUBR INSD Y/YD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKW58146419	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
		MED EXP (Any one person) \$ 15,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMPROP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAO58146419	10/30/2021	10/30/2022	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		USO58146419	10/30/2021	10/30/2022	EACH OCCURRENCE \$ 5,000,000	
		AGGREGATE \$ 5,000,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	27100	10/30/2021	10/30/2022	<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					
DA	Professional liability Valuable Papers		68023139	10/30/2021	10/30/2022	Professional liability \$2,000,000	
		Valuable papers \$250,000					

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

Cultural Resource Services

Additional Insured: State of New Hampshire

CERTIFICATE HOLDER

CANCELLATION

Department of Natural and Cultural Resources State of New Hampshire 172 Pembroke Road Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nancy K. Desjarlais</i>
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