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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

June 30, 2021

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

REQUESTED ACTION

Pursuant to RSA 261:97-c, Use of Funds, authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Historic Sites (Division) to enter into a contract with The Public Archaeology Laboratory, Inc. (VC #248327), Pawtucket, RI in the amount of $24,743 to research and prepare a Historic District Area Form (HDAF) for Pawtuckaway State Park, Nottingham NH upon Governor and Executive Council approval through December 31, 2021. 100% Other Funds (Agency Income).

EXPLANATION

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

	FY 2022
03-035-035-350010-34050000-048-500226 – Contractual Maintenance B&G	$24,743

EXPLANATION

A Request for Proposals (RFP) was issued in January 2020 seeking a qualified consultant to prepare a Historic District Area Form for Pawtuckaway State Park. The RFP was posted on the Department of Administrative Services' procurement webpage, sent to construction houses, and directly emailed to consultants who are qualified to prepare this report. Five responses were submitted and the Public Archaeology Laboratory, Inc. was selected by a review panel in March 2020. Due to the pandemic spending freeze, this contract was held until the freeze was lifted this spring.

The Conservation Number Plate Fund is used to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly owned historic properties.

The HDAF will evaluate the significance of Pawtuckaway State Park developed in 1966 as a component of the mid-century period of expansion of the NH State Park System. The Park was considered a prototype model for new park planning. The research will be directed at identifying readily available primary and secondary sources that will provide information about the history of Pawtuckaway State Park. The research will used to prepare a historic context statement and developmental history that will be used to evaluate the historical significance of Pawtuckaway State Park.

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

Respectfully Submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation

NH State Inventory Form – Pawtuckaway State Park
Proposal Scoring

Firm	Qualifications & Experience (60 points)	Historic Survey Approach (40 points)	Total
Virginia Adams Public Archaeology Laboratory 26 Main Street Pawtucket, RI 02860	53	34	87
Lyssa Papazian 13 Dusty Ridge Road Putney, VT 05346	48	32	80
Lynne Emerson Monroe Preservation Company 5 Hobbs Road Kensington, NH 03833	46	30	76
Lisa Mausolf 6 Field Pond Road Reading, MA 01867	47	28	75
Justin DiVirgilio Hartgen Archaeological Associates, Inc. 1744 Washington Ave Ext Rensselaer, NY 12144	32	25	57

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 Division of Parks and Recreation – Bureau of Historic Sites		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Public Archaeology Laboratory		1.4 Contractor Address 26 Main Street Pawtucket, RI 02860	
1.5 Contractor Phone Number 401-728-8780	1.6 Account Number 3405-048	1.7 Completion Date December 31, 2021	1.8 Price Limitation $24,743
1.9 Contracting Officer for State Agency Andrew Cushing		1.10 State Agency Telephone Number 603-271-3238	
1.11 Contractor Signature Deborah C Cox Date: 06-09-2021		1.12 Name and Title of Contractor Signatory Deborah C. Cox, President	
1.13 State Agency Signature Sarah Stewart Date: 7/1/21		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: N/A		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Michael Haley, Attorney		On: 07/01/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DCC
Date 06/09/21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials DCC

Date 06/09/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials DEC

Date 06/09/21

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.

Contractor Initials DEC

Date 06/09/21

State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation

NH State Inventory Form – Pawtuckaway State Park

EXHIBIT A

There are no special provisions in this contract.

EXHIBIT B

Scope of Services:

Task 1.0 Coordination
A PAL senior architectural historian (SAH) will serve as PAL's project manager and point of contact for all Project-related communications. The SAH will coordinate the fieldwork and research efforts for the HDAF and provide regular updates to the client about PAL's progress on the Project. The SAH will be available for conference calls with DCNR and other parties to discuss the Project throughout the period of service.

Task 2.0 Historic District Area Form (HDAF)
The HDAF will evaluate the significance of Pawtuckaway State Park developed in 1966 as a component of this period of expansion of the NH State Park System. It was considered a prototype model for new park planning. The total acreage of the park is approximately 5,000 acres, however, the developed public use facilities are concentrated in approximately 365 acres. The park has 34 structures built between 1966 and 2009, 192 camp sites, picnic areas, lake front facilities, bridges, stone walls, and hiking and snow mobile trails. Facility types include toilet buildings, administrative buildings, camping cabins, and shelters.

The NH State Parks system initially developed in the 1930s arising from an interest in the State's unique natural resources and their recreational opportunities. The State Forestry Commission name evolved to the Forestry and Recreation Commission (Commission) reflecting a shift in emphasis from natural resource extraction and management to supervised public access. Pawtuckaway State Park was created during the next wave of new investment in NH State Parks that occurred in the 1960s when $9 million in state bonds were authorized for state parks, and the Commission was subsumed into the Department of Resources and Economic Development. At the federal level, funding from the Land and Water Conservation Fund program of 1965 and informal design guidance from National Park Service's Mission 66 program that promoted modern architectural design helped shape the NH State Parks established or updated at that time, including Pawtuckaway State Park. Pawtuckaway State Park formed around land acquired in 1923 with gift and state funds. The park was expanded and developed with bond issue funds and opened in 1966 with day use facilities and 80 campsites around Neal's Cove on Pawtuckaway Lake. Land Planning Associates and Gustave A. Bochert, landscape architect in Ogunquit, Maine prepared the Master

Plans in 1963 and 1967 respectively, which intentionally preserved the natural and scenic site characteristics. Wright & Pierce, Architects-Engineers of Topsham, Maine, designed the buildings in the rustic and modernist styles, executed in local stone, glass, and wood that harmonized with the natural setting, including standardized designs also used at other state parks. Pawtuckaway State Park comprises a large natural woodland area under forestry management surrounding the public use areas and is situated between densely populated areas of Concord and Manchester to the west, and the NH coastline including Portsmouth to the east. (Information from Lisa Mausolf, New Hampshire State Parks Mid-Century Modern (1945-1975) Historic Context Study, 2019 and Sarah Allaback, Mission 66 Visitor Centers: the History of aa Building Type, 2000).

Research

The research will be directed at identifying readily available primary and secondary sources that will provide information about the history of Pawtuckaway State Park. PAL will visit the DPR, and DHR to review information those offices have about the park. Additional research will be conducted at local and state repositories and on-line sites, and written sources will be reviewed, e.g. Mausolf 2019. Design context sources for 1960s public parks, particularly the NPS Mission 66 program, will be consulted, e.g., Allaback 2000. The research will be sufficient to prepare a historic context statement and developmental history that will be used to evaluate to evaluate the historical significance of Pawtuckaway State Park.

Field Survey

A team of architectural historians will visit Pawtuckaway State Park to examine existing conditions and record information about the aboveground resources and landscape elements that contribute to its appearance and significance. Each resource will be identified on a base map and notes will be taken to describe its current appearance, including the setting, physical condition, and character-defining architectural and landscape features. High-resolution digital photographs will be taken of each resource and landscape areas and features in accordance with the NHDHR's Appendix A: Photographic Policy for Architectural Survey (April 2013). Additional photography will include general context views that show the resources in relation to their surroundings. A photo log will be kept, and the locations of the views will be recorded on the base map. District boundaries will be established and drawn in the field on the base maps.

Historic Context Statement and National Register Evaluation

After the completion of the research and field survey, PAL will use the Mid-Century Modern (1945-1975) Historic Context Study for New Hampshire State Parks (Mausolf 2000) and other relevant sources to develop an historic context statement that identifies the important local, state, and national themes, trends, and events that impacted Pawtuckaway State Park's development and changes over time. The statement will document the creation and development of Pawtuckaway State Park, including natural scenic characteristics, master planning, and buildings, between 1966 and the present.

Using the historic context statement as a basis, PAL will apply the National Register Criteria for Evaluation, identify applicable areas of significance, and determination the period of significance for a potential Pawtuckaway State Park Historic District. PAL anticipates that development of recommendations for potential district boundary for the approximately 365 acres where public use facilities are concentrated will be needed as part of the evaluation. If the district is found to be

potentially eligible under one or more of the National Register criteria, PAL will assess whether the district retains integrity to the periods of significance and is eligible for the National Register and will provide recommendations for the district boundary. The results of the evaluation will be incorporated into a statement of significance that will be included in the HDAF.

HDAF Preparation

The HDAF will be prepared in accordance with the DHR publication How to Complete the NH Division of Historical Resources Area Form. All of the information requested on the forms will be filled completely and correctly. Written text portions will include the following sections:

- Methods and Purpose: brief explanation of the methodology used to conduct the research and field work and prepare the form.
- Geographical Context: general description of the natural environment and topography and how it influenced the historical development of the district or individual property. • Historical Background: statement of the historical trends, events, and people that had an impact on the development of the area or individual property over time.
- Applicable NHDHR Historic Context(s) – list of NHDHR contexts that apply and are identified in the historical background statement.
- Architectural Description and Comparative Evaluation: a description of the resources and landscape elements within the district organized in a logical fashion to define the relationship of the resources and landscape features to one another. The description will start with a summary paragraph describing the number and types of resources and the types of landscape features contained in the district. Subsequent paragraphs will describe the setting, including its natural and built environment, and descriptions of all countable resources. The narrative will include a comparative evaluation with properties of similar types and design, including other mid-century parks within the NH State Park System, and address changes that have occurred within the district over time. A table listing all of the contributing and non-contributing resources in the district will be included at the end of the narrative.
- Statement of Significance: a statement defining how the property meets the criteria for listing in the National Register of Historic Places. The narrative will justify each applicable area of significance and define the themes, trends, events, and people that lend the district or individual property its significance. The statement will include the historical context in which the park was developed and its various periods of use and modification.
- Period of Significance: statement defining the span of years during which the district achieved significance.
- Statement of Integrity: a narrative explaining how the property either retains or does not retain its historic integrity based on the seven aspects of integrity defined by the National Register.
- Boundary Justification: description of how and why the boundary for the district was established.
- Boundary Description: verbal description of the boundary.
- Bibliography.
- Location and sketch maps for the district or individual property. The location map will be a USGS topographic map that shows the general boundaries of the property in relation to surrounding political boundaries, roads and topographical features. The coordinate system used to prepare the location map will by NH State Plane Feet. The sketch map will provide

a visual representation of the property at an appropriate scale and include tax parcel information, scale, north arrow, and legend. All contributing and non-contributing resources and prominent landscape features will be clearly labeled to correspond with information provided on the form. The map will also show the district boundaries and location of photographic views. All PAL-generated GIS information will be compliant with the NHDHR mapping standards.

EXHIBIT C

Total Contract Not to Exceed: $24,743

Method of Payment(s):
Invoices shall be submitted monthly.

Term:
This contract shall commence upon approval of the Governor and Executive Council through December 31, 2021

Contractor initial DLC

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 : **0005378249**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **8th** day of **June** A.D. **2021.**

William M. Gardner
Secretary of State

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 — President

(Name) — *(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 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 be 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 10th day of June, 20 21.

Ralph A. Mantello
Secretary/Clerk

JENNIFER L. COX NOTARY PUBLIC STATE OF RHODE ISLAND

Corporate Seal

Jennifer Cox, Notary
Notary Public

JENNIFER L. COX
Notary Public, State of Rhode Island
My Commission Expires July 3, 2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2021

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance Co (ACH)	
INSURER B: Ohio Casualty Ins Co	24074
INSURER C: Beacon Mutual	
INSURER D: Chubb Group of Ins. Co.	
INSURER E:	
INSURER F:	

INSURED
The Public Archaeology Laboratory, Inc.
26 Main Street
Pawtucket RI 02860

COVERAGES CERTIFICATE NUMBER: CL20102013724 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKW58146419	10/30/2020	10/30/2021	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 - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAO58146419	10/30/2020	10/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO58146419	10/30/2020	10/30/2021	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) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		27100	10/30/2020	10/30/2021	[X] PER STATUTE [ ] 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 & BKW58146419	10/30/2020	10/30/2021	Professional limit	$2,000,000
							Valuable papers limit	$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

State of New Hampshire
172 Pembroke Road
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

Nancy K Desjarlais

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