



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

November 8, 2021

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

**REQUESTED ACTION**

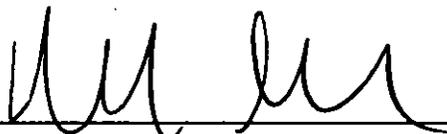
Authorize the Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** Agreement (PO# 7003092) with Preservation Company (Vendor Code #155809-B001), Kensington, NH, by extending the end date to June 30, 2022 from December 31, 2021, effective upon Governor & Council approval. The original Agreement was approved by Governor & Council on March 3, 2021 as Item #41. This is a no-cost time extension. Funding is 100% Capital (General) Funds.

**EXPLANATION**

This is a **SOLE SOURCE** request because the original Agreement was a **SOLE SOURCE** contract with Preservation Company. The purpose of this Agreement for professional cultural resources services is to provide documentation and interpretive signage of the historic and engineering significance of the Ossipee Lake Dam Replacement Project. This work must be performed to fulfill the last of NHDES' obligations under a Memorandum of Agreement (MOA) that NHDES executed with the U.S. Army Corps of Engineers (ACOE) and the New Hampshire State Historic Preservation Officer (NH SHPO), which was a requirement of the ACOE permit for the construction of the project. The MOA requires before and after photographic documentation of the dam replacement project. While the construction of replacement dam is substantially complete and the dam is now operational, some of the stone riprap and channel protection just upstream of the dam is not scheduled to be completed until early in 2022. A no-cost extension is needed to provide time to get photographic documentation of the project following this work. To date, none of the original contract amount of \$20,770 has been spent.

This Amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
For Robert R. Scott, Commissioner

**AMENDMENT #1  
TO  
AGREEMENT  
BETWEEN THE NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
PRESERVATION COMPANY**

**PROFESSIONAL SERVICES – CULTURAL RESOURCES DOCUMENTATION AND INTERPRETIVE SIGNAGE  
OF THE HISTORICAL SIGNIFICANCE OF  
THE OSSIPEE LAKE DAM**

WHEREAS the State of New Hampshire Department of Environmental Services (“NHDES”) has entered into an Agreement with Preservation Company in the amount of \$20,770 for professional cultural resources services to provide documentation and interpretive signage of the historical significance of the Ossipee Lake Dam Replacement Project, effective March 3, 2021 through December 31, 2021.

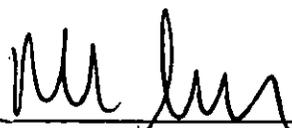
WHEREAS NHDES wishes to execute an Amendment to the Agreement to execute a no-cost extension of the completion date of the Agreement to June 30, 2022 from December 31, 2021, upon Governor & Council approval.

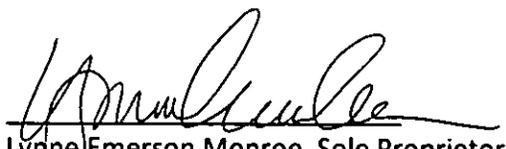
WHEREAS Preservation Company has agreed to a no-cost extension of the Agreement to June 30, 2022 from December 31, 2021.

NOW THEREFORE, amend the original Agreement between NHDES and Preservation Company as approved by Governor and Council on March 3, 2021, as Item #41, in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: June 30, 2022.

All other conditions outlined in the contract shall remain in effect.

  
Robert R. Scott, Commissioner  
Department of Environmental Services

  
Lynne Emerson Monroe, Sole Proprietor  
Preservation Company

  
Assistant Attorney General  
Department of Justice  
As to form, substance,  
and execution.

# 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 PRESERVATION COMPANY is a New Hampshire Trade Name registered to transact business in New Hampshire on September 07, 1984. 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: 70829

Certificate Number: 0005407858



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 July A.D. 2021.

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

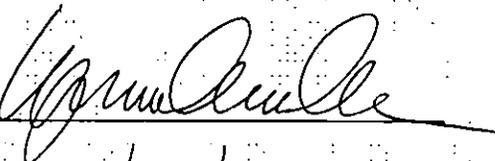
William M. Gardner  
Secretary of State

# PRESERVATION COMPANY

## SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Lynne Emerson Monroe, hereby certify that I am the sole proprietor of Preservation Company (name of business), which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

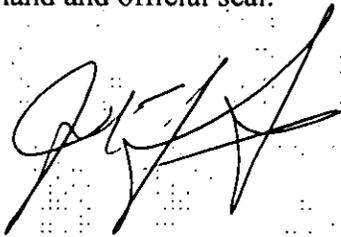
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: 

Date: 10/23/21

State of New Hampshire, County of Sherburne

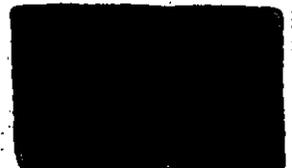
On this the 23 day of October, 2021, before me John Connolly, the undersigned officer, personally appeared Lynne Emerson Monroe, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

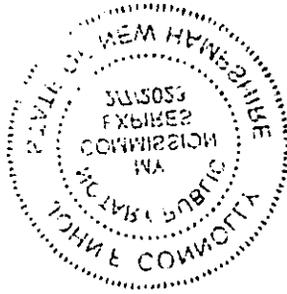




Preservation Company  
Sunny Knoll  
5 Hobbs Road  
Kensington, NH 03833  
603-778-1799

PreservationCompany@comcast.net







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2021

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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101 |  | <b>CONTACT NAME:</b> Nicole Baer<br><b>PHONE (A/C, No, Ext):</b> (603) 669-3218<br><b>E-MAIL ADDRESS:</b> nicole.baer@crossagency.com<br><b>FAX (A/C, No):</b> (603) 645-4331 |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
|   |  | INSURER A: MMG (Maine Mutual) Ins.  |  |
| <b>INSURED</b>  |  | INSURER B: Eastern Alliance Insurance Group   |  |
| PRESERVATION COMPANY<br>5 HOBBS RD  |  | INSURER C: United States Liability Ins. Group   |  |
| KENSINGTON NH 03833-5511  |  | INSURER D:  |  |
|   |  | INSURER E:  |  |
|   |  | INSURER F:  |  |

**COVERAGES**                      **CERTIFICATE NUMBER:** 21-22 GL, WC, Prof                      **REVISION NUMBER:**

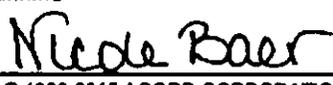
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | BP13784849                | 02/24/2021              | 02/24/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | KA13781445                | 12/22/2020              | 12/22/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          |                           |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 01-0000597904-00 (3a.) NH | 11/01/2021              | 11/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |
| C        | Professional liability; retro date: 1/6/2021  |           |          | SP 2555016                | 01/06/2021              | 01/06/2022              | Limit \$1,000,000<br>Deductible \$5,000  |

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

Re: Ossipee Berry Bay Dam mtigation. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL policy

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| State of NH, Dept. of Environmental Services<br>29 Hazen Drive<br><br>Concord NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|

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The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

February 3, 2021

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

**APPROVED G & C**

REQUESTED ACTION

DATE 3 March 2021

ITEM # 41

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** Agreement with Preservation Company (Vendor Code #155809), Kensington, NH, for a lump sum, not to exceed \$20,770, to provide documentation and interpretive signage of the historical significance of the Ossipee Lake Dam Replacement Project, effective upon Governor & Council approval through December 31, 2021. 100% Capital (General) Funds

Funding is available in the account listed below:

|  |                |
|--|----------------|
|  | <u>FY 2021</u> |
| 03-44-44-442030-1552-034-500161  | \$20,770       |
| Dept of Environmental Services, 17, 228:1-VIII-H Ossipee Lake Dam Reconstruction, Capital Projects |                |

EXPLANATION

This is a **SOLE SOURCE** request because the Preservation Company has already performed all the extensive research and acquired all the information needed for the proposed work while serving as a subconsultant providing professional services as an Architectural Historian under a previous indefinite delivery contract with NHDES for Architectural Historian and Archaeological Consulting services. That contract ended on December 31, 2019. NHDES must now provide documentation and interpretive signage of the historic and engineering significance of the Ossipee Lake Dam Replacement Project to fulfill the last of its obligations under a Memorandum of Agreement (MOA) NHDES executed with the U.S. Army Corps of Engineers (ACOE) and the New Hampshire State Historic Preservation Officer (NH SHPO), which was a requirement of the ACOE permit for the construction of the project. The Preservation Company has done all the work on all the other deliverables required under this MOA, and contracting with the Preservation Company to provide the last of the required deliverables is the most efficient and cost-effective approach to complete state obligations under the MOA.

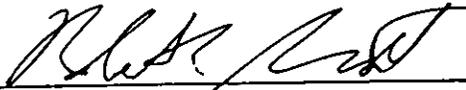
Preservation Company served as a subconsultant under a previous contract NHDES had with Wright-Pierce for Architectural Historian and Archaeological Consulting services. Under that contract, which expired at the end

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
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of 2019, Preservation Company conducted the research and prepared the Individual Inventory Form for the project on behalf of NHDES. Remaining NHDES obligations under the MOA include the provision of continuation sheets to the Individual Inventory Form; compilation of historic maps and photographs; compilation of appropriate photographs from the construction phase; graphic design of a draft interpretive sign for review by the signatories of the MOA; final design of the interpretive sign; provision of an outdoor quality panel and display hardware; and oversight of the installation. Because Preservation Company is intimately familiar with the project and the remaining tasks, and has conducted relevant research for the Individual Inventory Form that can also be applied to the preparation of continuation sheets and the interpretive sign, the most efficient and cost-effective approach to providing these services is through a Sole Source Agreement with Preservation Company.

This Agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

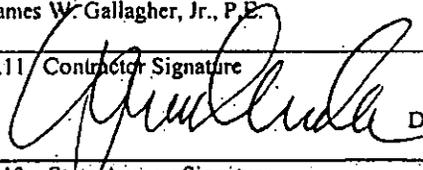
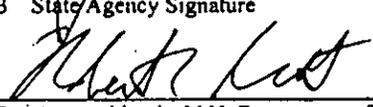
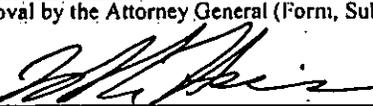
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |                                  |
|--|---|---|----------------------------------|
| 1.1 State Agency Name<br>NH Department of Environmental Services   |   | 1.2 State Agency Address<br>PO Box 95 - 29 Hazen Drive, Concord, NH 03302-0095  |                                  |
| 1.3 Contractor Name<br>Preservation Company  |   | 1.4 Contractor Address<br>5 Hobbs Road<br>Kensington, NH 03833                  |                                  |
| 1.5 Contractor Phone Number<br>(603) 778-1799  | 1.6 Account Number<br>03-44-44-442030-15520000-034-500161 | 1.7 Completion Date<br>December 31, 2021  | 1.8 Price Limitation<br>\$20,770 |
| 1.9 Contracting Officer for State Agency<br>James W. Gallagher, Jr., P.E.  |   | 1.10 State Agency Telephone Number<br>(603) 271-1961                            |                                  |
| 1.11 Contractor Signature<br> Date: 1/26/21   |   | 1.12 Name and Title of Contractor Signatory<br>Lynne Emerson Monroe, Principal. |                                  |
| 1.13 State Agency Signature<br> Date: 2/12/21  |   | 1.14 Name and Title of State Agency Signatory<br>Robert R. Scott, Commissioner  |                                  |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: _____ Director, On: _____   |   |   |                                  |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: 2/16/2021 |   |   |                                  |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br><br>G&C Item number: _____ G&C Meeting Date: _____  |   |   |                                  |

Contractor Initials LEM  
 Date 1/26/21

**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.

## 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 LEM

Date 1/26/20

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.

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no Special Provisions.

Contractor Initials LEN  
Date 1/29/21

**EXHIBIT B**  
**SCOPE OF SERVICES**

Under this Agreement, in exchange for a lump sum, not-to-exceed amount of \$20,770, the Contractor (Preservation Company of Kensington, NH) is to provide professional services, as the Architectural Historian of record for the removal of the old spillway at the Berry Bay Dam (at the outlet of Ossipee Lake in Freedom/Effingham, NH), and provide an Interpretive Sign to fulfill obligations under a Memorandum Of Agreement (MOA) between the U.S. Army Corps of Engineers, the NH State Historic Preservation Officer, and NHDES (representing the State of New Hampshire as owner of the dam). The work includes Services as specified below:

**1. Documentation of the Removal of the Historic Spillway at the Berry Bay Dam**

**1.1 Review of Photographic Record**

Contractor shall meet with the photographer that recorded the removal of the old spillway at the site of the Berry Bay Dam replacement project to review photographic documentation of all phases of that work.

**1.2 Documentation of Spillway Removal for Continuation of Inventory Form**

Contractor shall use the photographic documentation from the removal of the old spillway as technical support to produce continuation sheets for the previously prepared NH Division of Historic Resources (NHDHR) Inventory Form that meets the approval of NHDHR. All photos will be color on archival regular paper, and the continuation sheets will include a photo log and key.

**2. Interpretive Signage**

**2.1 Research, Text, and Graphic Components**

Contractor will research and prepare the text and graphic components for an outdoor interpretive sign that will discuss and document the historical significance of the Berry Bay Dam at the outlet of Ossipee Lake. Contractor will provide research and writing to provide illustrations and text for the Interpretive sign and secure any permissions relative to use of the illustrations, as necessary, to create meaningful historic relationships between the text and illustrations.

**2.2 Graphic Design, Response to Signatory Review/Comments**

Contractor shall provide graphic design services for the preparation of an electronic file in pdf format of a draft interpretive sign design including narratives and illustrations. Contractor shall submit to NHDES the electronic file of the draft interpretive sign for distribution to the other signatories to the MOA, including NHDHR and the U.S. Army Corps

Agreement for Professional Services - Architectural Historian Monitoring of Removal of the Historic Spillway and Provision of an Interpretive Sign for the Berry Bay Dam (Freedom, NH)  
Exhibit B – Scope of Services

of Engineers, for review and comment. NHDES shall compile and submit comments received to the Contractor. Contractor will provide a final draft of the interpretive sign that meets the approval of the signatories to the MOA.

**2.3 Provision of Interpretive Sign and Display Hardware**

Contractor shall submit to NHDES, for approval, specifications and proposed supplier(s) for the fabrication of an outdoor quality interpretive sign and two-post pedestal style outdoor sign display hardware for approval. Contractor shall furnish the outdoor quality interpretive sign, using the approved interpretive sign design, specifications, and supplier(s). Contractor shall also provide services for oversight of sign installation by NHDES.

Contractor Initials LEM  
Date 1/26/21

**EXHIBIT C**  
**CONTRACT PRICE AND METHOD OF PAYMENT**

The total cost of the Agreement shall be a lump sum, not to exceed \$20,770. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. The billing is to be done on a monthly basis as a percentage completion of tasks as per the work program detailed in Exhibit B.

DES agrees to pay the invoices as submitted by the Contractor. Invoices are subject to the approval of the Contract Officer before payment is processed.

C-1

Contractor Initials LEM  
Date 1/26/21

# PRESERVATION COMPANY

## SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Lynne Emerson Monroe, hereby certify that I am the sole proprietor of Preservation Company (name of business), which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

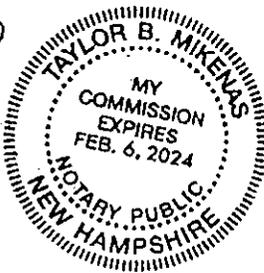
Signed: \_\_\_\_\_

Date: \_\_\_\_\_

State of New Hampshire, County of Rockingham

On this the 27 day of January 2021, before me Lynne Monroe, the undersigned officer, personally appeared Lynne Emerson Monroe, 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.

Taylor Mikenas  
Taylor Mikenas



Preservation Company  
Sunny Knoll  
5 Hobbs Road  
Kensington, NH 03833  
603-778-1799

PreservationCompany@comcast.net



www.PreservationCompany.com

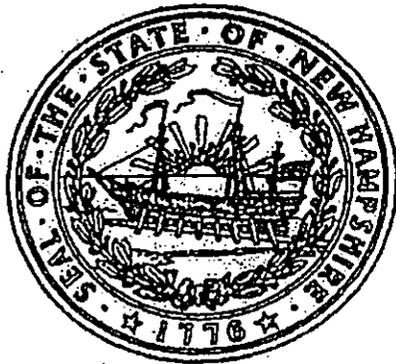
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PRESERVATION COMPANY is a New Hampshire Trade Name registered to transact business in New Hampshire on September 07, 1984. 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: 70829

Certificate Number: 0004951701



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of July A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2021

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).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101 |  | <b>CONTACT</b><br>NAME: Nicole Baer<br>PHONE (A/C, No, Ext): (803) 669-3218 FAX (A/C, No): (803) 645-4331<br>E-MAIL: nbaer@crossagency.com<br>ADDRESS: |  |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|   |  | <b>INSURER A:</b> MMG (Maine Mutual) Ins.  |  |
|   |  | <b>INSURER B:</b> Twin City Fire Ins Co  |  |
|   |  | <b>INSURER C:</b> United States Liability Ins. Group   |  |
|   |  | <b>INSURER D:</b>  |  |
|   |  | <b>INSURER E:</b>  |  |
|   |  | <b>INSURER F:</b>  |  |

**COVERAGES** CERTIFICATE NUMBER: 21-22 GU/prof 20-21 BA/ 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | BP13784849           | 02/24/2021              | 02/24/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | KA13781445           | 12/22/2020              | 12/22/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |                      |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 04WECNL7419 (3a.) NH | 11/01/2020              | 11/01/2021              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| C        | Professional liability  |           |          | SP 2555018           | 01/06/2021              | 01/06/2022              | Limit 1,000,000<br>Deductible 5,000  |

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

Re: Ossipee Berry Bay Dam mitigation. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL policy

**CERTIFICATE HOLDER****CANCELLATION**

State of NH, Dept. of Environmental Services  
 29 Hazen Drive

Concord

NH 03301

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

*Nicole Baer*

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