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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2214 Fax: 603-271-6488 [www.nhdfl.org](http://www.nhdfl.org)

November 17, 2021

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Division) to enter into a contract with The Public Archaeology Laboratory, Inc. (VC #248327), Pawtucket, RI in the amount of \$39,765 to research and prepare a New Hampshire Individual Inventory Form (Inventory Form) for each of 15 Fire Tower Facilities located throughout New Hampshire and one Historic Property Management Plan (Plan) including all 15 sites effective upon Governor and Executive Council approval through November 30, 2022. 100% Capital Funds.

Funding is available in account, 15- 220: 1-XIII-B – Fire Tower, as follows:

|  |                |
|--|----------------|
|  | <u>FY 2022</u> |
| 03-035-035-350030-52850000-034-500152 - Capital Projects | \$39,765       |

**EXPLANATION**

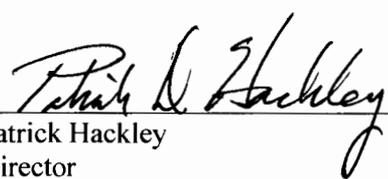
A Request for Proposals (RFP) was issued in September 2021 seeking a qualified consultant to prepare a New Hampshire Individual Inventory Form for each of 15 Fire Tower Facilities located throughout New Hampshire and one Historic Property Management Plan including all 15. The RFP was posted on the DAS procurement webpage, sent to construction houses and directly emailed to consultants who are qualified to prepare these documents. Three responses were submitted and the Public Archaeology Laboratory, Inc. was selected by a review panel in October 2021 (see attached evaluation scoring sheet).

The work will consist of research and fieldwork necessary to provide information to document and evaluate the physical characteristics, history, and significance of the 15 fire towers and to develop management recommendations. The work will be conducted by a team of architectural historians who meet the Secretary of the Interior’s Professional Qualification Standards (36 CFR 61).

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

Respectfully Submitted,

Concurred,

  
Patrick Hackley  
Director

  
Sarah L. Stewart  
Commissioner

Scoring Sheet  
Fire Tower Proposals

| Firm   | Reviewer 1 | Reviewer 2 | Reviewer 3 | TOTAL |
|--|------------|------------|------------|-------|
| Public Archaeology Laboratory<br>Pawtucket, RI | 90         | 90         | 90         | 270   |
| Cardno GS, Inc.<br>New Cumberland, PA          | 70         | 75         | 80         | 225   |
| Brian Knight Research<br>Manchester, VT        | 50         | 65         | 70         | 185   |

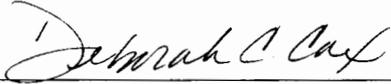
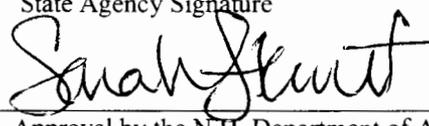
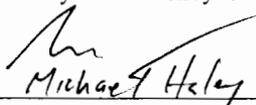
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |                                      |
|--|---|---|--------------------------------------|
| 1.1 State Agency Name<br>Department of Natural and Cultural Resources<br>Division of Forests and Lands   |   | 1.2 State Agency Address<br>172 Pembroke Road<br>Concord, NH 03301                  |                                      |
| 1.3 Contractor Name<br>Public Archaeology Laboratory, Inc.   |   | 1.4 Contractor Address<br>26 Main Street<br>Pawtucket, RI 02860                     |                                      |
| 1.5 Contractor Phone Number<br><br>401-728-8780  | 1.6 Account Number<br><br>52850000-500152 | 1.7 Completion Date<br><br>November 30, 2022  | 1.8 Price Limitation<br><br>\$39,765 |
| 1.9 Contracting Officer for State Agency<br>Patrick D. Hackley, Director Forest & Lands  |   | 1.10 State Agency Telephone Number<br>603-271-2214                                  |                                      |
| 1.11 Contractor Signature<br><br> Date: 11-11-2021   |   | 1.12 Name and Title of Contractor Signatory<br><br>Deborah C. Cox, President        |                                      |
| 1.13 State Agency Signature<br><br> Date: 11/19/21  |   | 1.14 Name and Title of State Agency Signatory<br><br>Sarah L. Stewart, Commissioner |                                      |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i><br><br>By: N/A Director, On:  |   |   |                                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By:  On: 11/23/2021 |   |   |                                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>G&C Item number: G&C Meeting Date:   |   |   |                                      |

Contractor Initials   
 Date 11/14/21

**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

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Date 11/16/21

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.

**State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Forests and Lands**

**NH Fire Towers**

**Individual Inventory Forms  
and  
Historic Property Management Plan**

**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 and provide regular updates to the client about PAL's progress on the Project. The SAH will be available for an initial discussion phone call and then for conference calls with DNCR and other parties to discuss the Project throughout the period of service.

**Task 2.0 Individual Inventory Forms (IIFs)**

The 15 IIFs will include the identification of the character defining features of the individual fire tower sites and historical context in relation to the other sites, as well as an assessment of the property's eligibility for listing in the National Register of Historic Places (National Register). The IIFs will be prepared in accordance with the guidance of the NH Division of Historical Resources requirements. The following tasks will be completed.

**2A. Research**

The research will be directed at collecting the information needed to complete the IIFs including National Register eligibility evaluations and to support recommendations in the Plan. The PAL team will review existing documents at the DFL and DHR for information on the fire towers historic context and the history of each of the tower structures in order to document the construction date, impetus, and intended function; use and changes through time; and current maintenance and condition. Information on any ancillary buildings, structures, or site features will also be gathered. Fire towers often fulfill both forestry management and recreational purposes. Additional research will be conducted at DHR for applicable state historic contexts and previous inventory form, at local and state repositories, and online sites. Sources to be reviewed include previous cultural and natural resources reports that include the park or forestry facility containing a fire tower, historic aerial and land-based photography showing the tower and its environs, and general historical contexts about fire towers, including in the White Mountains National Forest. Examples of management plans for fire towers in other locations will be sought out and collected. The research will be sufficient to prepare an overarching historic context statement and developmental history, and an individual history of the 15 fire towers that will be used to evaluate the historical significance of each tower, and to support the development of a well-informed and comprehensive Plan for the group.

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## **2B. Field Survey**

Prior to conducting field survey, PAL will coordinate with DNCR to develop a field plan, based on site locational information as shown in Attachment A. A team of architectural historians will visit each of the 15 fire tower sites to examine existing conditions and record information about the aboveground resources and landscape elements that contribute to its appearance and significance. Fieldwork will involve driving and hiking. Each fire tower and associated 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 including view sheds of the surrounding area. High-resolution digital photographs will be taken of each fire tower at ground level, and, if possible, from the viewing platform, and general context views that show the structure in relation to its surroundings. Photographs will be taken of associated resources and landscape areas and features. Photography will be done in accordance with the DHR's Appendix A: Photographic Policy for Architectural Survey (April 2013). A photo log will be kept, and the locations of the views will be recorded on the base map. The boundary of the property will be noted on the field map.

## **2C. Historic Context Statement and National Register Evaluation**

PAL will use the DFL's Fire Tower History, Forestry Reports, Alba Architect Conditions Assessment, and other relevant sources to develop an historic context statement that identifies the important local, state, and national themes, trends, and events associated with the development of the fire towers individually and as group, and caused changes over time. The statement will document the natural characteristics of the site and surrounding area, forestry management context, structural type and materials, and other relevant aspects of each resource and its history.

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

## **2D. IIFs Preparation**

The 15 IIFs will be prepared in accordance with the DHR publication *NH Individual Inventory Form, Architectural Survey Manuel I, 2015*. All of the information requested on the forms will be filled in completely and correctly. Written narrative text portions will include the following sections:

- **Historical Background:** statement of the historical trends, events, and people that had an impact on the development of the area and 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 property and landscape elements. This will include information on the structural type and materials, and the relationship of each fire tower to other examples. Groups of similar types will be noted.
- **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 individual property its significance. The statement will include the historical context in which the fire tower and its host park or forest reservation was developed and its various periods of use and modification.
- **Period of Significance:** statement defining the span of years during which the property 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.

Contractor Initials 

- **Boundary Justification:** description of how and why the boundary for a property recommended National Register eligible was established.
- **Boundary Description:** verbal description of the boundary.
- **Bibliography.**
- **Location and sketch maps for the individual property.** The location map will be a USGS topographic map that shows the general boundary of the property in relation to surrounding political boundaries, roads and topographical features. The coordinate system used to prepare the location map will be 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 recommended boundary and location of photographic views. All PAL-generated GIS information will be compliant with the NHDHR mapping standards.

**Task 3.0 Historic Property Management Plan**

PAL will prepare a Historic Property Management Plan for the 15 fire towers. The plan will provide general guidance for the administration of all the historic properties, and site-specific treatments for each property. It will include priority recommendations and information about treatments that meet the Secretary of the Interior’s Standards for Rehabilitation for fire towers that are potentially eligible for listing in the National Register. Information on ongoing DHR maintenance policies and procedures and pertinent best practices identified in example plans will be incorporated as appropriate. PAL will prepare a proposed outline for the plan for DNCR’s review and input. The plan will include tables, maps, photographs, and an appendix with the inventory forms.

**Deliverables**

PAL will provide electronic draft IIFs and Plan files for review. The final work products will consist of two print copies with original photographs and one electronic copy on CD of the final report.

**EXHIBIT C**

**Total Contract Not to Exceed:** \$39,765

**Method of Payment:**

Invoices shall be submitted monthly.

**Term:**

This contract shall commence upon approval of the Governor and Executive Council through November 30, 2022.

Contractor Initials *JCC*

# State of New Hampshire

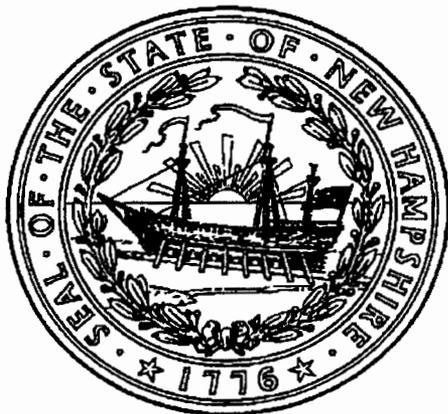
## Department of State

### 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 : 0005464331



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of November A.D. 2021.

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

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

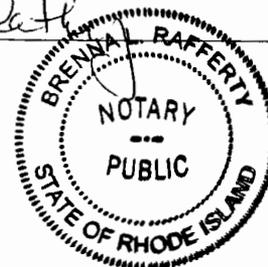
Deborah C. Cox, is the duly elected President, of said company, and that the above vote has not been amended rescinded and remains in full force and effect as of the date of this contract.

In witness whereof, the undersigned has affixed his signature and the corporate seal this 11<sup>th</sup> day of November, 20 21.

Ralph 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).**

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Oceanpoint Insurance Agency<br>500 West Main Rd<br><br>Middletown RI 02842             |  | <b>CONTACT NAME:</b> Nancy Desjarlais<br><b>PHONE (A/C, No, Ext):</b> (401) 847-5200<br><b>FAX (A/C, No):</b> (401) 848-5071<br><b>E-MAIL ADDRESS:</b> ndesjarlais@oceanpointins.com  |  |
| <b>INSURED</b><br><br>The Public Archaeology Laboratory, Inc.<br>26 Main Street<br><br>Pawtucket RI 02860 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Liberty Mutual Insurance Co (ACH)<br><b>INSURER B:</b> Ohio Casualty Ins Co<br><b>INSURER C:</b> Beacon Mutual<br><b>INSURER D:</b> Chubb Group of Ins. Co.<br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>24074  |  |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | BKW58146419   | 10/30/2021              | 10/30/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><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<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | USO58146419   | 10/30/2021              | 10/30/2022              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 27100         | 10/30/2021              | 10/30/2022              | <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                                 |
| DA       | Professional liability<br>Valuable Papers  |           |          | 68023139      | 10/30/2021              | 10/30/2022              | Professional liability \$2,000,000<br>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**

|   |  |
|---|--|
| State of New Hampshire<br>172 Pembroke Road<br><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Nancy Desjarlais</i> |
|---|--|