



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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Sam

November 13, 2023

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 an Agreement (PO# 1083457) with Monadnock Archaeological Consultants LLC (Vendor Code #165504-B001), Dublin, NH, by extending the end date to June 30, 2026 from December 31, 2023, effective upon Governor & Council approval. The original Agreement was approved by Governor & Council on December 8, 2021 as Item #61. This is a no-cost time extension. Funding is 100% Dam Maintenance Funds.

EXPLANATION

The purpose of this Agreement is to provide NHDES with professional archaeological research and historic surveys as required for state-owned dam reconstruction, rehabilitation and/or removal projects. This use of consultant services is necessary for NHDES to respond to the requirements to assess the extent of historic surveys needed, conduct project investigations, and to prepare historic resource documentation for review and consultation with the New Hampshire Division of Historical Resources (NHDHR). NHDES has yet to use this contract for archaeological services. However, NHDES has several rehabilitation design projects under way for state-owned dams with other engineering consultants. Design projects are followed closely by applications for environmental permits, which often trigger cultural and historic resource archaeological studies, documentation, and recommendations for mitigation. During the COVID pandemic, much of the design work on state-owned dam projects was delayed. NHDES currently has several rehabilitation design projects under way that will likely result in the need for archaeological consultant services during the permitting phase. In order to prevent project delays, a no-cost extension is needed to provide time to complete designs that are necessary prior to the historical architectural review and environmental permitting process. To date, \$0 of the original contract amount of \$50,000 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
MONADNOCK ARCHAEOLOGICAL CONSULTANTS LLC**

PROFESSIONAL SERVICES – ON-DEMAND ARCHAEOLOGICAL SERVICES

WHEREAS the State of New Hampshire Department of Environmental Services (“NHDES”) has entered into an Agreement with Monadnock Archaeological Consultants, LLC in the amount of \$50,000 to provide on-call architectural historian services for projects related to the reconstruction, rehabilitation and/or removal of certain dams owned by the State of New Hampshire, effective December 8, 2021 through December 31, 2023.

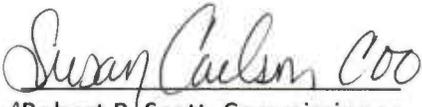
WHEREAS NHDES wishes to execute an Amendment to the Agreement to execute a no-cost extension of the completion date of the Agreement to June 30, 2026, from December 31, 2023, upon Governor & Council approval.

WHEREAS Monadnock Archaeological Consultants, LLC has agreed to a no-cost extension of the Agreement to June 30, 2026, from December 31, 2023.

NOW THEREFORE, amend the original Agreement between NHDES and Monadnock Archaeological Consultants, LLC, as approved by Governor and Council on December 8, 2021, as Item #61, in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: June 30, 2026.

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


for Robert R. Scott, Commissioner
Department of Environmental Services


Robert Goodby, Sole Member
Monadnock Archaeological Consultants


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

11/17/2023

State of New Hampshire

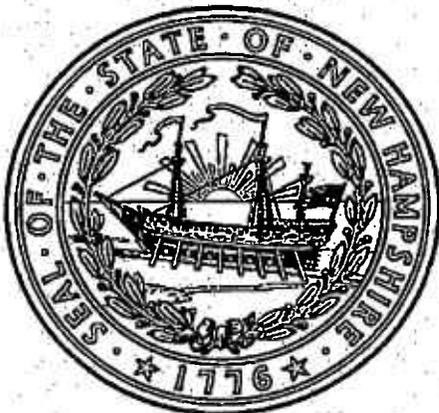
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK ARCHAEOLOGICAL CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 28, 2004. 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: 528966

Certificate Number: 0006332526



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State



MONADNOCK
ARCHAEOLOGICAL CONSULTING, LLC

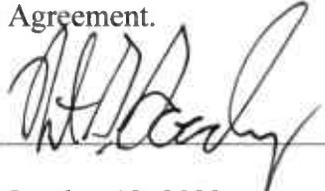
144 GREENWOOD ROAD ▪ DUBLIN, NH 03444 ▪ 603-563-8123
WWW.MONADARCH.COM

CERTIFICATE OF VOTE

I, Robert G. Goodby, hereby certify that I am the Sole Member of the company known as Monadnock Archaeological Consulting, LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

This certification is provided for the NHDES Dam Bureau On-Demand Archaeological Services Agreement.

Signed:  _____

Date: October 12, 2023



The State of New Hampshire

NOV 16 '21 PM 3:56 RCVD

Department of Environmental Services



Sam
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Robert R. Scott, Commissioner

November 5, 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 enter into a contract with Monadnock Archaeological Consultants LLC (Vendor Code #165504-B001), Dublin, NH, in the amount of \$50,000 to provide on-call professional archaeological services for projects related to the reconstruction, rehabilitation and/or removal of certain dams owned by the State, effective upon Governor & Council approval through December 31, 2023. 100% Maintenance of Dams Fund

Funding is available in the account listed below:

	<u>FY 2022</u>
03-44-442010-38170000-102-500731	\$50,000
Dept. Environmental Services, Dam Maintenance Program, Contracts for Program Services	

EXPLANATION

The purpose of the requested action is to provide NHDES with professional cultural resource research and historic surveys as required for state-owned dam reconstruction, rehabilitation and/or removal projects. This use of consultant services is necessary for NHDES to respond to the requirements to assess the extent of historic surveys needed, conduct project investigations, and to prepare historic resource documentation for review and consultation with the New Hampshire Division of Historical Resources (NHDHR).

In March 2021, NHDES issued a Request For Qualifications (RFQ) from firms that provide professional archaeologist services and are listed through the NHDHR as qualified to conduct archaeological investigations in New Hampshire. The selection process summarized here is further detailed in Attachment A. NHDES received responses to the RFQ from four firms. NHDES collaborated with NHDHR staff to verify the qualifications of all four of the firms that responded to the RFQ, and all were deemed qualified. NHDES then submitted bid requests to all four firms with three example task descriptions with typical archaeological firm position categories, and a spreadsheet with hours assigned to each task with a request for the bidder to assign unit rates to the position categories. Two of the qualified firms, Dudek LOI and Monadnock Archaeological Consultants LLC, responded by providing rates for the position categories in the bid spreadsheet to NHDES. Monadnock Archaeological Consultants LLC provided the lowest bid. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Monadnock Archaeological Consultants LLC to be fair and reasonable.

NHDES negotiated terms for the services to be provided, the process for establishing scopes of work for individual projects, authorization to conduct work, and a not-to-exceed cost for this Agreement with Monadnock Archaeological Consultants LLC. Because the extent of historic resource assessments cannot be identified until preliminary research work has been conducted, individual scopes-of-work approved by NHDES must be established for each project. The process for this is outlined in Exhibit B (Services).

The amount of funding encumbered by this contract is a not-to-exceed amount of \$50,000.00. The contract has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

For  11/05/21
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.

DES DAM BUREAU

AGREEMENT

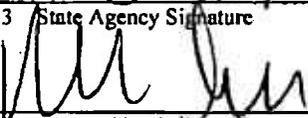
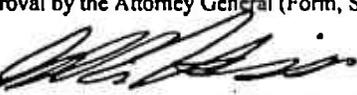
The State of New Hampshire and the Contractor hereby mutually agree as follows:

AUG 12 2021

GENERAL PROVISIONS

RECEIVED

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address PO Box 95 - 27 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Monadnock Archaeological Consulting LLC		1.4 Contractor Address 114 Greenwood Road Dublin, NH 03444	
1.5 Contractor Phone Number (603) 563-8123	1.6 Account Number 03-44-442010-3817 -102-500731	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency James W. Gallagher, Jr., P.E.		1.10 State Agency Telephone Number (603) 271-1961	
1.11 Contractor Signature  Date: 8/10/21		1.12 Name and Title of Contractor Signatory Robert G. Goodby, Sole Member	
1.13 State Agency Signature  Date: 11/05/21		1.14 Name and Title of State Agency Signatory Robert R. Stott, Commissioner For	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/12/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RG6
Date 8/10/2021

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 R66
Date 9/10/2024

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A, are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

There are no Special Provisions.

Contractor Initials RLG
Date 5/10/2011

**EXHIBIT B
SERVICES**

1. WORK TO BE PERFORMED BY THE CONTRACTOR

- 1.1 **Work Program:** The Work Program, as described below in Section 2, contains certain technical and professional activities to be performed with the funds pursuant to this Agreement.
- 1.2 **Contractor Assurance:** Monadnock Archaeological Consulting LLC, heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the New Hampshire Department of Environmental Services (NHDES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).
- 1.3 **Work Products:** All materials, maps, reports, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to NHDES on or before the due dates, and in the number of copies and format specified in the Work Program. The Contractor will also submit all appropriate materials to the New Hampshire Division of Historic Resources as appropriate.

2. WORK PROGRAM

- 2.1 **Title:** On-Demand Archaeological Services Agreement.
- 2.2 **Study Areas:** Certain State-owned dams as authorized by NHDES.
- 2.3 **Objective:** The purpose of this agreement is to provide "on-call" archaeological services for projects related to the reconstruction and/or removal of certain dams owned by the State of New Hampshire.
- 2.4 **Background/Description:** The State of New Hampshire owns over 280 dams, including many of the largest and most economically important dams in the state. NHDES serves as "owner" to most of those dams, and is responsible for the operation and maintenance of those and most other state-owned dams. Dams and adjacent areas and structures are commonly considered to have historic value. NHDES must consult with the New Hampshire Division of Historic Resources on proposals to repair, reconstruct, and/or remove dams for the identification and preservation of historic resources. Identifying and documenting archaeological resources is a specialized service that must be done by qualified professional archaeologist. NHDES has multiple proposals in the planning stages that will require research and preparation of historic resource documentation. Because the extent of historic resource assessments cannot be identified until preliminary research work has been conducted for each individual project, an "on-call" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.

Monadnock Archaeological Consulting LLC
On-Demand Archaeological Services Agreement
Exhibit B - Services

2.5 Work Tasks: Project specific work tasks will be formulated by a scope of work for each individual project. When NHDES has need for historic resource services, NHDES shall contact the Contractor to request a proposed scope of work. Upon receipt of a proposed scope of work, NHDES will consult with the New Hampshire Division of Historic Resources as necessary to review the extent of research and documentation for each project and negotiate a final scope of work with the Contractor for the tasks, time frame and costs involved. The Contractor will complete the scope of work within the time frame agreed to in each individual project scope of work unless otherwise mutually agreed to by all parties. Reports, forms and other documentation will be submitted to NHDES for review prior to final approval. The types of services required may include, but are not necessarily limited to, any combination of the following:

- Historic architectural resource investigations
- Project report preparation
- Preparation and submittal of New Hampshire Archaeological Site Forms
- Preparation and submittal of New Hampshire Phase IA Project Area Archaeological Sensitivity Assessments
- Preparation and submittal of New Hampshire Phase IB Intensive Archaeological Investigations for Archaeologically Sensitive Areas
- Meetings/communication with NHDES and/or the New Hampshire Division of Historic Resources to review documentation and submittals

General work tasks include:

- Prepare scopes of services upon request for specific projects, within two weeks of request unless otherwise mutually agreed to by all parties.
- Conduct work under the scope of services agreements in the agreed-upon time frame and budget unless otherwise mutually agreed to by all parties.
- Prepare and submit reports, forms, other documentation, and interpretive sign deliverables as described in the scope of work.

2.6 Schedule for Reports, Forms, and other Documentation: Reports, forms, and other documentation will be compiled and presented as described in project specific scopes of work.

2.7 Final Report Format: Two hard copies (in color) and electronic copies of all reports, forms and other documentation shall be provided to NHDES, and submitted to the New Hampshire Division of Historic Resources per their requirements.

2.8 Program Administration: The Contractor will meet with NHDES Dam Bureau staff at the request of NHDES as needed throughout each project.

2.9 Project Duration: Governor and Council approval through December 31, 2023.

EXHIBIT C
CONTRACT PRICE AND METHOD OF PAYMENT

The total cost of the Agreement shall be a not to exceed amount of \$50,000. All services shall be performed to the satisfaction of NHDES 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.

NHDES 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 RGG
Date 8/14/2021

TABLE C-1

LABOR	Units	Unit Rate
Principal Archaeological Investigator	hr.	\$85.00
Project Archaeologist	hr.	\$51.00
Senior Historian	hr.	\$51.00
Draftsperson/Graphics	hr.	\$28.00
Crew/Technician	hr.	\$31.00
Laboratory Director	hr.	\$31.00
Clerk	hr.	\$16.00

REIMBURSABLE EXPENSES	Units	Unit Rate
Mileage	mi.	\$0.58
Photocopies	copy	\$0.10
Other Printing		at cost
Photography		at cost
Other Field Supplies		at cost
Other Office Supplies		at cost
Postage		at cost

Contractor Initials RGG
Date 8/10/2021



MONADNOCK
ARCHAEOLOGICAL CONSULTING, LLC

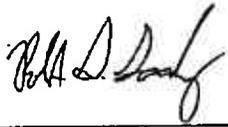
144 GREENWOOD ROAD • DUBLIN, NH 03464 • 603-563-8123
WWW.MONADARCH.COM

CERTIFICATE OF VOTE

I, Robert G. Goodby, hereby certify that I am the Sole Member of the company known as Monadnock Archaeological Consulting, LLC.

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 Monadnock Archaeological Consulting, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

This certification is provided for the New Hampshire Dam Bureau On-Call Archaeologist Services Agreement.

Signed: 

Date: August 6, 2021

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 MONADNOCK ARCHAEOLOGICAL CONSULTING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 28, 2004. 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: 528966

Certificate Number: 0005418767



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August A.D. 2021.

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

William M. Gardner
Secretary of State

ATTACHMENT A
Procurement Process

The procurement process for this Agreement was conducted in accordance with the NH Code of Administrative Rules, CHAPTER Adm 600, PART Adm 606(c). In March 2021, NHDES advertised on the Department Administrative Services website a Request For Qualifications (RFQ) from professional consultants for an On-Call Agreement for archaeologist services for projects related to state-owned dams in New Hampshire.

The following four firms responded to the RFQ:

- Monadnock Archaeological Consultants LLC – Dublin, NH
- Dudek LOI – Encinitas, CA
- TRC Companies, Inc. – Bath, ME
- SWCA Environmental Consultants – Portland, ME

NHDES collaborated with the NH Division of Historic Resources (NHDHR) staff to verify the qualifications of all four of the firms that responded to the RFQ, and all were deemed qualified. NHDES then submitted bid requests to all four firms with three example task descriptions with typical archaeological firm position categories, and a spreadsheet with hours assigned to each task with a request for the bidder to assign unit rates to the position categories. Two of the qualified firms, Dudek LOI and Monadnock Archaeological Consultants LLC, responded by providing rates for the position categories in the bid spreadsheet to NHDES. The spreadsheet computed a total bid by applying the rates and hours in each of the three example tasks, summarized in the following table:

Archaeological Consulting Firm	Total Bid Price for Three Example Tasks
Monadnock Archaeological Consultants LLC	\$42,610
Dudek LOI	\$88,380

Monadnock Archaeological Consultants LLC provided the lowest bid. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Monadnock Archaeological Consultants LLC to be fair and reasonable. NHDES negotiated a scope of services based on the rates submitted in their bid.