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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Environment
March 20, 2024

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Northeast Archaeological Research Center, Inc., Farmington, ME, Vendor #225111, for an amount not to exceed $200,000, to provide on-call archaeology services for various projects and facilities located throughout the State, effective upon Governor and Council approval through March 31, 2026, with the option to renew for one year subject to Governor and Council approval.

Funds to support this request are available in the following account in State FY 2024 and FY 2025 and is contingent upon the availability and continued appropriation of funds in FY 2026 and FY 2027, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

04-96-96-963515-3054	FY 2024	FY 2025	FY 2026	FY 2027
Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	$15,000	$70,000	$70,000	$45,000

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each individual project incurring expenses as a result of this request.

EXPLANATION

The Agreement listed above is one of three (3) Statewide Agreements (44475, 44476, 44477), each of which has specific qualifications in the field of archaeology. The need for such services is in response to the National Environmental Policy Act of 1969, P.L. 91-910, which directs that, during the development of a project, a systematic interdisciplinary approach be used to assess beneficial and adverse social, economic, and environmental effects of projects. It also addresses the requirements of the National Historic Preservation Act of 1966, as amended in 2006, and NH RSA 227-C:9 to identify and evaluate historic resources and the effect of projects upon such resources. Three (3) agreements are proposed to assure timely services as required to meet Department design and construction schedules.

Three (3) existing on-call archaeology services agreements will expire on April 30, 2024.

Firm	Contract Authority	Authorized to Date
Heritage Consultants, LLC	$200,000	$8,511.69
Monadnock Arch. Consulting, LLC	$200,000	$99,605.83
Northeast Arch. Research Ctr., Inc.	$200,000	$87,199.78

In pursuing this Agreement, the Department followed a pre-qualified, low-bid selection procedure in accordance with the Department's *Consultant Procurement Manual, Section 2.2, Statewide Low Bid Contracts*, dated August 25, 2017, and pursuant to RSAs 21-I:22-c, 21-I:22-d, 228:4, and 228:5-a. To enable proper comparison of bids, a sample project with hypothetical tasks for work to be conducted under the Agreement was provided to all bidders. Bids were received from the five (5) pre-qualified firms. Agreements in the amount of $200,000 each will be awarded to the A, B, and C low bidders. The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreement will be administered by the Bureau of Environment. The Federal Highway Administration may participate in these costs depending upon the funding of the individual projects undertaken.

Vendor	Office Location	Bid Order	Bid Amount
Monadnock Arch. Cons., LLC	Dublin, NH	A	$48,384.00
NE Archaeological Research Ctr., Inc.	Farmington, ME	B	$55,559.92
Heritage Consultants, LLC	Newington, CT	C	$57,271.04
TRC Environ. Corporation	Bath, ME	D	$72,328.00
IAC, LLC	Dover, NH	E	$74.358.46

The Department met on September 21, 2023, reviewed the qualifications of seven (7) firms submitting a Statement of Qualifications, and prequalified five (5) firms that met the minimum requirements. Invitations to Bid were extended to these firms on October 19, 2023, for the Bid Opening on November 16, 2023.

The firm of Northeast Archaeological Research Center, Inc. is the B low bidder, and is recommended for one of these contracts. This firm has an excellent reputation and has demonstrated its capability to perform the required services in similar contracts previously with the Department and/or with other agencies.

Northeast Archaeological Research Center, Inc. has agreed to furnish the on-call services for an amount not to exceed $200,000. The cost for individual Task Orders assigned under this contract will be negotiated and use specific rates of pay in accordance with the contract labor rates used on the hypothetical bid tasks. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date will be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide, 44477 On-Call Archaeological Services) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into this Agreement for consulting services as outlined above.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION
Bureau of Environment
PO Box 483, 7 Hazen Drive, Concord NH 03302-0483

Statewide On-Call Archaeology Service Agreement (2021-2024)
Bid Form Information

Name/Company:	Northeast Archaeology Research	**Date:**	11/15/2023

Labor Classifications & Labor Rates Used in this Agreement

Labor Classifications	Contract Hourly Labor Rates in Words (dollars and cents)	Contract Hourly Labor Rates in Figures ($)
Principal Investigator	sixty-nine dollars and eighty-eight cents	$69.88
Project Archaeologist	fifty-nine dollars and forty cents	$59.40
Senior Historian	sixty-nine dollars and eighty-eight cents	$69.88
Draftsperson/Graphics	sixty-nine dollars and eighty-eight cents	$69.88
Crew/Technician	twenty-nine dollars and eighty-one cents	$29.81
Laboratory Director	fifty-nine dollars and forty cents	$59.40
Clerk	twenty-five dollars	$25.00

Task Order Bid Summary Amount

TASK	DESCRIPTION	TOTAL
TASK A	PHASE IA SENSITIVITY ASSESSMENT	$6,983.92
TASK B	PHASE IB INTENSIVE ARCHAEOLOGY INVESTIGATION (1 SITE)	$15,556.48
TASK C	PHASE II DETERMINATION OF ELIGIBILITY (1 SITE)	$28,019.52
LABOR SUBTOTAL		$50,559.92
EXPENSES		$5,000.00
TOTAL TASK AMOUNT (BID)		**$55,559.92**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Northeast Archaeology Research Center, Inc.		1.4 Contractor Address 382 Fairbanks Road Farmington, ME 04938	
1.5 Contractor Phone Number (207) 860-4032	1.6 Account Unit and Class 3054-046	1.7 Completion Date 3/31/2026	1.8 Price Limitation $200,000
1.9 Contracting Officer for State Agency William J. Oldenburg		1.10 State Agency Telephone Number (603) 271-3734	
1.11 Contractor Signature Date: 12/27/2023		1.12 Name and Title of Contractor Signatory Robert N. Bartlove, President	
1.13 State Agency Signature Date: 4/22/24		1.14 Name and Title of State Agency Signatory William J. Oldenburg, Director of Project Development	
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: 5/15/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials RNB
Date 12/27/2023

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, 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.

3.3 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. 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 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, 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 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. 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.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital stat physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AWB
Date 12/27/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the ntractor shall constitute an event of default hereunder ("Event 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 l pursue any of its remedies at law or in equity, or both.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 finished.

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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials RVB
Date 12/27/2023

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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 New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Contractor Initials RNB

Date 12/27/2023

LIST OF EXHIBITS AND ATTACHMENTS

Exhibit A: Special Provisions
Exhibit B: Services to be Performed
Exhibit C: Contract Price, Method of Payment, and Terms of Payment
Exhibit D: Contractor's Bid Sheet/Hourly Wage Rates
Attachment 1: Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports
Attachment 2: Consultant Disclosure Statement for Preparation of Environmental Evaluations
Attachment 3: Certification of Consultant/Subconsultant
Attachment 4: Certification of State Department of Transportation
Attachment 5: Certification for Federal-aid Contracts Exceeding $100,000 in Federal funds
Attachment 6: Certificate of Good Standing
Attachment 7: Certificate of Authority/Vote
Attachment 8: Certificate of Insurance

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EXHIBIT A
SPECIAL PROVISIONS

Additional or modifying provisions to the enumerated headings in the form P-37 are provided below.

3.3 No new tasks may be assigned after the Completion Date specified in block 1.7, however, the CONTRACTOR shall complete any tasks begun prior to the Completion Date, but not yet completed, in accordance with the methods of compensation specified in Exhibit C, and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

7.1 The CONTRACTOR shall furnish the STATE with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONTRACTOR shall utilize the personnel approved by the STATE during negotiations for this AGREEMENT for the performance of the work. If at any time the CONTRACTOR is unable to use the personnel specified, it shall request approval from the STATE to use other personnel. To obtain STATE approval, the CONTRACTOR shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the STATE. This provision shall apply to individuals listed under the following Labor Classifications: Principal Investigator, Project Archaeologist, Senior Historian, and Laboratory Director.

All work will be conducted and/or supervised by staff qualified under 36 CFR 61 for the position they hold and will be consistent the Standards and Guidelines for Archaeological Investigations in New Hampshire (NHDHR March 2018).

10.3 227-C:11 Confidentiality of Archeological Site Location Information.–Information which may identify the location of any archeological site on state land, or under state waters, shall be treated with confidentiality so as to protect the resource from unauthorized field investigations and vandalism. Toward this end, state agencies, departments, commissions, institutions and political subdivisions, permittees and private landowners with preservation and conservation agreements shall consult with the commissioner before any disclosure of information to insure that the disclosure would not create a risk to the historic resource or that it is done in a manner to minimize the risk. Such information is exempt from all laws providing rights to public access. Disclosure for the public record for tax assessment, transfer, sale or other consideration of the property shall receive careful consideration to minimize the risk to the resource.

12.3 All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". A copy of each subcontract shall be submitted for the STATE'S files.

27 **APPLICABLE FEDERAL ENVIRONMENTAL RESOURCE LAWS.**

27.1 The provisions of 23 CFR 771 and 36 CFR 800, as appropriate, are incorporated into this AGREEMENT by reference. 23 CFR 771 is a Federal Highway Administration regulation that sets forth procedures for complying with other environmental laws, principally Section 4(f) of the Department of Transportation Act, 49 U.S.C. 1653(f) and 23 U.S.C. 138, and provides guidance for the preparation of environmental documents.

27.2 The Advisory Council on Historic Preservation regulation, 36 CFR 800, governs the process of review and comment for federally supported projects that affect historic properties and serves to implement the provisions of Section 106 of the National Historic Preservation Act of 1966. Section 106 of the National Historic Preservation Act requires all federal agencies and their agents to take into account the impacts of their undertakings on properties eligible for or listed in the National Register of Historic Places and affords the Advisory Council on Historic Preservation the opportunity to comment on the undertakings prior to the project's execution.

EXHIBIT B
SERVICES TO BE PERFORMED

The types of technical and professional services required under the terms of the AGREEMENT shall be those archaeological investigations deemed necessary by the STATE to obtain sensitivity assessments and analyses, and if necessary, to implement activities for ensuring avoidance, minimization, or mitigation for impacts to archaeological resources. These services shall include Phase IA Archaeological Sensitivity Assessments, followed, if necessary, by a series of investigations, including Phase IB Intensive Archaeological Investigation, Phase II Determination of Eligibility, Phase III Data Recovery and/or other forms of investigations and mitigation, such as archaeological construction monitoring.

Scope of Work

The CONTRACTOR shall perform, as necessary, archaeological investigations for the STATE in order to acquire data for the environmental analysis of transportation location and design studies and projects required under the National Environmental Policy Act of 1969, Section 106 of National Historic Preservation Act, State RSA 227-C, and Section 4(f) of the Department of Transportation Act. In general, the investigation will initiate studies as there will not have been previous research undertaken for the project area. For some projects, however, where archaeological studies have been previously undertaken, the data collected during that study will be used to supplement the results of the investigations conducted under this AGREEMENT.

The objective of the work proposed under the AGREEMENT is to obtain archaeological and/or historical data in an area where transportation improvements and projects are being considered so that an assessment of the potential existing resources and impacts of a transportation improvement may be addressed.

Studies under this AGREEMENT may consist of preparation of any of the following, using the Standards and Guidelines for Archaeological Investigations in New Hampshire (New Hampshire Division of Historical Resources (NHDHR) March 2018):

- Phase IA Archaeological Sensitivity Assessment;
- Phase IB Intensive Archaeological Investigation;
- Phase II Determination of Eligibility;
- Phase III Data Recovery;
- Archaeological Monitoring and actions for cemeteries and/or unanticipated finds.

A range of activities may comprise these investigations, including:

- Environmental, cartographic and literature research;
- Compilation of historic context;
- Field investigations;
- Data analysis;
- Constraints mapping and narratives in environmental documents summarizing the findings, significance, integrity, and National Register of Historic Places eligibility of archaeological resources within the project area and Area of Potential Effects (APE);
- Processing, analysis, and curation of archaeological materials and associated records to be submitted to the NHDHR laboratory;

- Compilation of submittal documents, including End of Field letters, Bibliography/Short Forms, final reports, Archaeological Inventory Site forms; research design, detailed artifact catalogs, and/or other specified documents;
- Inclusion of historic maps, photographs and other illustrations;
- Summarization of methodology, comparative analysis, stud results, recommendations for avoidance, continued studies, and/or preservation in place;
- Development of wording for interpretive signs, exhibit text, websites and other final products; and
- Other related work required by federal and state historic preservation regulations for any assigned project or study.

It is intended that close cooperation be maintained between the CONTRACTOR and the STATE and that the Federal Highway Administration (FHWA), or other lead federal agency as may be determined for a project, shall be afforded full opportunity to observe and review all phases of authorized work.

The number of times a CONTRACTOR is retained to provide the services described in this AGREEMENT is dependent on several factors, namely:

- The current number of projects assigned to the CONTRACTOR, this being at the discretion of the STATE;
- The amount of cultural resources investigation work required for any given project;
- The ability of the STATE to perform the required services with in-house personnel; and
- The STATE'S satisfaction with the performance of the CONTRACTOR'S services.

The work actually assigned to the CONTRACTOR, if any, may vary and may consist of a portion of the steps described herein.

Task Orders

As needs develop, the STATE will issue specific Task Orders to the CONTRACTOR. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract services, terms and conditions, to carry out a specific project for the STATE. These Task Orders may be initiated by a phone call, email, or a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the STATE, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONTRACTOR shall then submit to the STATE for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The STATE will review the CONTRACTOR'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONTRACTOR'S proposal by the STATE and FHWA, or other lead federal agency as may be determined for a project (if applicable), the STATE will issue a Task Order Authorization to Proceed Letter. The CONTRACTOR shall sign the Authorization to Proceed Letter and return it to the STATE. A conference may be required to turn over a Task Order to the CONTRACTOR. Costs associated with the CONTRACTOR'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

Submission of Reports, Plans and Documents

Each submission shall be supplemented with such drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts.

1. Archaeological Reports and Other Work Products

The forms, reports, or other products (including a digital submission to NHDOT and NHDHR, and a hard copy to NHDHR, as well as other copies as specified in the task order as needed) documenting the findings of the work performed shall be filed upon completion of the authorized work. The products shall be filed in a timely manner with the STATE upon completion of the authorized work. Draft products must be reviewed and found acceptable to the STATE, NHDHR and FHWA, or other lead federal agency as may be determined for a project, and final products with requested change may be requested.

2. Disposition of Artifacts Found

The CONTRACTOR will specify the laboratory location to be used during processing, analysis, and temporary storage, and describe provisions for handling the artifacts collected during the work. It will be the responsibility of the CONTRACTOR to deliver and prepare the artifacts for transfer to the approved location, either the private property owner or the NHDHR collection and curation management facility. The expense of shipping objects to the nearest point at which suitable transportation or storage is available and preparing such artifacts may be included in the work provided under this AGREEMENT. Collections must be cared for, managed, and curated according to guidelines specified at 36 CFR 800, the Secretary of the Interior's Standards and Guidelines for Archeological Documentation, the Archeological Resources Protection Act, and 36 CFR 79. In general, artifact collections recovered from State property will be transferred to the NHDHR curation and collection management facility at 99 Airport Road in Concord, NH. The CONTRACTOR will be expected to support its design proposals in any issues resulting from review by the STATE or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized study cost comparisons for alternate schemes.

Deliverables

All work and supporting documents under this AGREEMENT shall be developed by the CONTRACTOR and delivered to the STATE according to the following formats:

Electronic Transfer of Data

The STATE requires the following to ensure compatibility with software used by the STATE and to ensure the efficient and timely exchange of computer files between the STATE and the CONTRACTOR. All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the STATE. Any files requiring conversion and/or editing by the STATE will not be accepted. All files shall be virus free. All files shall use the STATE'S file naming convention.

Word Processing, Spreadsheet, and Database Files

All relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing:	Microsoft Word 2016 or NHDOT compatible version
Spreadsheets:	Microsoft Excel 2016 or NHDOT compatible version
Databases:	Microsoft Access 2016 or NHDOT compatible version

Geographic Information System (GIS)

All GIS shapefiles shall be fully compatible with Arc GIS/ArcMap Version 10.3.1 (the version being used by the Department).

These specifications will be updated as necessary to reflect changes in STATE software such as adding new software or updating to new versions of existing software. In such instances, the CONTRACTOR will be promptly notified.

Upon completion of the AGREEMENT, the CONTRACTOR shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

EXHIBIT C
CONTRACT PRICE, METHOD OF PAYMENT, AND TERMS OF PAYMENT

Agreement General Fee

In consideration of the terms and obligations of this AGREEMENT, the STATE hereby agrees to pay, and the CONTRACTOR agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed **$200,000.00**. (The CONTRACTOR shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the **$200,000.00** total amount.)

Method of Compensation for Task Orders

The not-to-exceed cost of each Specific Rates of Pay format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate, as well as an estimated amount for direct expenses.

1. Contract Labor Rates – The contract labor rates as shown in the bid document (Attachment 6) will be the total hourly wage for each labor classification including all charges attributable to direct labor, escalation of labor costs, fringe benefits, payroll taxes, overhead, and profit, and shall be used in billing for all work performed under this AGREEMENT.
2. Direct Expenses - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONTRACTOR or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONTRACTOR'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the STATE.

Invoicing and Payment

Payments on account of the fee for services rendered under this AGREEMENT will be made by the STATE based on a completely itemized, project-by-project bill submitted by the CONTRACTOR on a monthly or other approved basis.

Records – Reports

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, FHWA, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION
Bureau of Environment
PO Box 483, 7 Hazen Drive, Concord NH 03302-0483

Statewide On-Call Archaeology Service Agreement (2021-2024)
Bid Form Information

Name/Company: Northeast Archaeology Research **Date:** 11/15/2023

Labor Classifications & Labor Rates Used in this Agreement

Labor Classifications	Contract Hourly Labor Rates In Words (dollars and cents)	Contract Hourly Labor Rates In Figures ($)
Principal Investigator	sixty-nine dollars and eighty-eight cents	$69.88
Project Archaeologist	fifty-nine dollars and forty cents	$59.40
Senior Historian	sixty-nine dollars and eighty-eight cents	$69.88
Draftsperson/Graphics	sixty-nine dollars and eighty-eight cents	$69.88
Crew/Technician	twenty-nine dollars and eighty-one cents	$29.81
Laboratory Director	fifty-nine dollars and forty cents	$59.40
Clerk	twenty-five dollars	$25.00

Task Order Bid Summary Amount

TASK	DESCRIPTION	TOTAL
TASK A	PHASE IA SENSITIVITY ASSESSMENT	$6,983.92
TASK B	PHASE IB INTENSIVE ARCHAEOLOGY INVESTIGATION (1 SITE)	$15,556.48
TASK C	PHASE II DETERMINATION OF ELIGIBILITY (1 SITE)	$28,019.52
LABOR SUBTOTAL		$50,559.92
EXPENSES		$5,000.00
TOTAL TASK AMOUNT (BID)		$55,559.92

Attachment 1

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The CONSULTANT ✓, proposed subconsultant ____, hereby certifies that it has ____, has not ✓, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has ____, has not ✓, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Northeast Archaeology Research Center, Inc
(Company)

By: [signature]

President
(Title)

Date: 12/27/2023

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

12/27/2023
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the President and duly-authorized representative of the firm of Northeast Archaeology Research Center, Inc., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/27/2023
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

4/22/24
(Date)

(Signature)

Attachment 5

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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 NORTHEAST ARCHAEOLOGY RESEARCH CENTER, INC. is a Maine Profit Corporation registered to transact business in New Hampshire.on April 20, 2009. 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: **612487**

Certificate Number: **0006673407**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2024.

David M. Scanlan

Secretary of State

Certificate of Authority # 2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws

I, Gemma Hudgell, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Northeast Advocacy Research Center Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations President.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Robert D. Bruton.
(list individuals holding positions authorized)

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 corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: 12/27/2023 **ATTEST:** Gemma Hudgell, Secretary + Vice President
(Name & Title)

NORTARC-01 DBATES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Insurance - Farmington
107 Church Street
Farmington, ME 04938

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 778-5282 FAX (A/C, No): (207) 778-9453
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B : Maine Employers Mutual Insurance Co	11149
INSURER C : Hanover Ins Co	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northeast Archaeology Research Center
382 Fairbanks Road
Farmington, ME 04938

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			ADV5335791-16	2/25/2024	2/25/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000
	ANY AUTO			CAA5335798-18	2/25/2024	2/25/2025	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	1,000,000
	EXCESS LIAB CLAIMS-MADE			ADV5335791-16	2/25/2024	2/25/2025	AGGREGATE $	
	DED RETENTION $						$	1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		1810090603	2/26/2024	2/26/2025	E.L. EACH ACCIDENT $	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	500,000
							E.L. DISEASE - POLICY LIMIT $	500,000
C	Professional Liabili			LHPA249991	3/23/2024	3/23/2025		1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
7 Hazen Dr.
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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