



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

24



William Cass, P.E.
Commissioner

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

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Environment
February 3, 2025

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Hunter Research, Inc., Trenton, NJ, Vendor #225106 in the amount of \$250,000, to provide on-call architectural history services for various projects and facilities located throughout the State, effective upon Governor and Council approval, through April 30, 2029, with the option to renew for one year subject to Governor and Council approval.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026, FY 2027, FY 2028 and FY 2029, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

Table with 4 columns: Account Number, FY 2025, FY 2026, FY 2027. Rows include 04-096-96-963515-3054 Consolidated Federal Aid and 046-500464 Gen Consultants Non-Benefit with values for FY 2025, 2026, 2027, 2028, and 2029.

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 (44954, 44955, 44956), each of which has specific qualifications in the field of architectural history. 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 scheduled.

Three (3) existing on-call architectural history services agreements will expire on March 31, 2025.

<u>Firm</u>	<u>Contract Authority</u>	<u>Authorized to Date</u>
Hunter Research, Inc.	\$200,000	\$90,357.16
Lisa Mausolf	\$200,000	\$102,026.79
Preservation Company	\$200,000	\$158,841.80

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 29, 2024, and pursuant to RSAs 21-1:22-c, 21-1:22-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 six (6) pre-qualified firms. Agreements in the amount of \$250,000 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.

<u>Vendor</u>	<u>Office Location</u>	<u>Bid Order</u>	<u>Bid Amount</u>
Hunter Research, Inc.	Trenton, NJ	A	\$34,832.06
Lisa Mausolf	Reading, MA	B	\$35,675.00
Preservation Company	Kensington, NH	C	\$35,745.00
Kleinfelder, Inc.	Portland, ME	D	\$40,415.00
Hartgen Archaeological Assoc., Inc.	Rensselaer, NY	E	\$42,812.80
Gray & Pape, Inc.	Providence, RI	F	\$52,564.00

The Department met on October 17, 2024, reviewed the qualifications of seven (7) firms submitting a Statement of Qualifications, and prequalified six (6) firms that met the minimum requirements. Invitations to Bid were extended to these firms on December 5, 2024, for the Bid Opening on January 9, 2025.

The firm of Hunter Research, Inc. is the A 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.

Hunter Research, Inc. has agreed to furnish the on-call services for an amount not to exceed \$250,000. 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, 44954 On-Call Architectural History 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,

A handwritten signature in black ink, appearing to read "William Cass". The signature is written in a cursive style with a prominent loop at the end.

William J. Cass, P.E.
Commissioner

Attachments

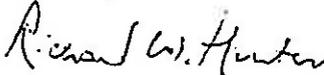
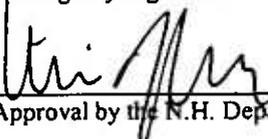
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Hunter Research, Inc.		1.4 Contractor Address 120 West State Street Trenton, NJ 08608-1185	
1.5 Contractor Phone Number (609) 695-0122	1.6 Account Unit and Class 3054-0406	1.7 Completion Date 4/30/2029	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency William J. Oldenburg		1.10 State Agency Telephone Number (603) 271-3734	
1.11 Contractor Signature  Date: 1. 27. 25		1.12 Name and Title of Contractor Signatory Richard W. Hunter, President	
1.13 State Agency Signature  Date: 2/25/25		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: March 5, 2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 amount 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 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 status, 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.

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) 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 and 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 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 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.

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 of 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 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.

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.

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

Attachment 1: Contractors' Bid Sheet/Hourly Wage Rates

Attachment 2: Certificate of Good Standing

Attachment 3: Certificate of Authority/Vote

Attachment 4: Certificate of Insurance

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 Architectural Historian, and Architectural Historian.

All work will be conducted and/or supervised by staff qualified under 36 CFR 61 for the position they.

12.3 All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT. 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, 36 CFR 800, and 42 U.S.C. 4321, 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. 42 U.S.C. 4321 is the National Environmental Policy Act of 1969.

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 architectural history assessment efforts deemed necessary by the DEPARTMENT to identify historic properties potentially affected by project undertakings and the effects on these historic resources. These services shall include:

- Identification of historic properties;
- Assessment of Adverse Effects; and
- Resolution of Adverse Effects.

Scope of Work

The CONTRACTOR shall perform, as necessary, architectural history studies for the DEPARTMENT 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, Section 4(f) of the Department of Transportation Act, and NH RSA 227-C.

The objective of the work proposed under the AGREEMENT is to obtain architectural and/or historical data in areas where transportation improvement studies 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 NH Division of Historical Resources Guidelines, and EMMIT+, when applicable:

- Request for Project Review Forms;
- Architectural Survey Plans;
- Historic District Area Forms;
- Individual Inventory Forms;
- Effect Evaluations;
- Constraints mapping and supporting cultural resources narratives to be included in environmental documents;
- Reports for project planning purposes;
- Historic contexts;
- Interpretive exhibit text, including sign panels and state historic markers;
- Archival documentation; and
- Other related work required by federal and state historic preservation regulations for any assigned project or study

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.

It is intended that close cooperation be maintained between the CONTRACTOR and the DEPARTMENT and that the Federal Highway Administration (FHWA) shall be afforded full opportunity to observe and review all authorized work. The work actually assigned to the CONSULTANT, if any, may vary and may consist of a portion of the items described in the scope of work.

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. Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment.

1. Performance of Services Outlined in the Scope of Work

Upon notification to proceed, the CONTRACTOR shall perform such work as defined in the Authorization to Proceed Letter and the project-specific scope of work. Work to be accomplished shall be prosecuted within the definition provided in this AGREEMENT.

It is the intent of the DEPARTMENT under this AGREEMENT that the CONTRACTOR shall furnish all professional and technical services and personnel and other such services and equipment as are necessary to perform the authorized work.

2. Architectural/Historical Evaluations

The forms, reports, or other products documenting the findings of the work performed shall be filed in a timely manner with the DEPARTMENT upon completion of the authorized work. The products shall follow the format provided to the CONTRACTOR in the notification to proceed. Draft products must be reviewed and found acceptable to the DEPARTMENT and final products with requested change may be requested.

3. Disposition of Artifacts Found

The CONTRACTOR will recommend the location for 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 storage, to the approved location. 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. In general, artifacts are deposited at the Airport Road Laboratory of the NH Division of Historical Resources. The CONTRACTOR will be expected to support its design proposals in any issues resulting from review by the DEPARTMENT 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 **\$250,000.00**. (The CONTRACTOR shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the **\$250,000.00** 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 1) 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

Architectural History On-Call Statewide Services (2025-2029)
44954, 44955, 44956

BID FORM

Name/Company: Hunter Research, Inc. Date: 1/3/2025

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 Architectural Historian	One hundred eighteen dollars and sixty-five cents	\$118.65
Architectural Historian	Sixty dollars and sixty-four cents	\$60.64
Historian	Sixty dollars and sixty-four cents	\$60.64
Technician/GIS Specialist	Seventy-three dollars and eighty-three cents	\$73.83
Administrative Assistant	Sixty-five dollars and ninety-two cents	\$65.92

Task Order Bid Summary Amount

TASK	DESCRIPTION	TOTAL
TASK A	REQUEST FOR PROJECT REVIEW	\$2,567.88
TASK B	HISTORIC DISTRICT AREA FORM	\$10,679.92
TASK C	TWO (2) INDIVIDUAL INVENTORY FORMS	\$8,737.22
TASK D	MITIGATION (INTERPRETIVE PANEL DEVELOPMENT)	\$12,847.04
TOTAL TASK AMOUNT (BID)		\$34,832.06

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 HUNTER RESEARCH, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on February 06, 2012. 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: 665653

Certificate Number: 0007026615



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Nancy Hunter, hereby certify that I am duly elected Secretary of Hunter Research, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 27, 2025 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Richard W. Hunter, President is duly authorized to enter into contracts or agreements on behalf of Hunter Research, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: January 27, 2025

ATTEST: Nancy Hunter
Nancy Hunter, Secretary

BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured HUNTER RESEARCH, INC.			Endorsement Number BOP47635a0716
Policy Symbol SER	Policy Number D02444690	Policy Period 10-07-2024 to 10-07-2025	Effective Date of Endorsement 10-07-2024
Issued By (Name of Insurance Company) ACE Property And Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

TABLE OF CONTENTS

	Page
Supplementary Payments – Bail Bonds And Bonds To Appeal Judgments – No Sublimit	2
Medical Expenses – Three Years To Report Expenses	2
Non-Owned Watercraft Under 55 Feet	2
Non-Owned Aircraft	2
Damage To Property – Exception For Equipment Loaned Or Rented To Insured	2
Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations	3
Who Is An Insured – Employees (Including For CPR and First Aid) And Volunteer Workers	3
Additional Insured – Lessor Of Leased Equipment	4
Additional Insured – Managers Or Lessors Of Premises	4
Additional Insured - Vendors	5
Additional Insured – Other Persons Or Organizations Pursuant To Contract Or Agreement	6
Damage To Premises Rented To You – \$1,000,000	7
Per Location General Aggregate Limit With Combined Total Aggregate Limit	8
Knowledge/Notice Of Occurrence	9
Bodily Injury, Including Resulting Mental Anguish	9
Coverage Territory, Limited Worldwide	10
Personal Injury, Including Discrimination, Harassment And Segregation	10
Unintentional Failure To Disclose Hazards	10
Other Insurance, Including Primary Provision	10
Waiver Of Subrogation Required By Contract	11

This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In Section II - Liability, Paragraph A. Coverages, 1. f. Coverage Extension – Supplementary Payments, subparagraphs (1)(b) and (c) are replaced by the following:

(b) The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In Section II – Liability, Paragraph A. Coverages, 2. Medical Expenses, subparagraph a.(b) is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In Section II - Liability, Paragraph B. Exclusions, subparagraph (2) of Exclusion 1.g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In Section II - Liability, Paragraph B. Exclusions, the following exception is added to Exclusion 1.g. Aircraft, Auto or Watercraft in Section II – Liability:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In Section II - Liability, Paragraph B. Exclusions, the following exception is added to Exclusion 1.k. Damage To Property:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In Section II - Liability, Paragraph C. Who is an Insured is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In Section II - Liability, Paragraph C. Who is an Insured, Paragraph 2.a. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph 2.a.(1) above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSURED

In Section II - Liability, Paragraph C. Who is an Insured, the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

- e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

- f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

- g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the

insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraph (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- (1) Required by the contract or agreement; or
- (3) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

- (1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

- (1) That is more specifically identified under any other provision of Paragraph C. **Who Is An Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph C. **Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

- a. Ownership, maintenance or use of any assets; or
- b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs e., f., and h. above, the following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of such person or organization is the amount of insurance:

- (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – \$1,000,000

In Section II - Liability, Paragraph D. Liability and Medical Expenses Limits of Insurance, Paragraphs 3. and 4. are deleted and replaced with the following:

3. Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is \$1,000,000.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In Section II - Liability, Paragraph D. Liability and Medical Expenses Limits of Insurance, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph A.1. Business Liability, and for all medical expenses caused by accidents under Paragraph A.2. Medical Expenses, which can be attributed only to a single "location":

- a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.
 - b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph A.1. Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph A.2. Medical Expenses, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Paragraph A.1. or under Paragraph A.2. Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.
- 2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph A.1. Business Liability and for all medical expenses caused by accidents under Paragraph A.2., which cannot be attributed only to operations at a single "location".
 - a. Any payments made under Paragraph A.1. Business Liability for damages or under Paragraph A.2. for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".
 - 3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".
 - 4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."
 - 5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 - 6. The provisions of Paragraph D. **Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In Section II - Liability, Paragraph E. **Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

- e. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.
- f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In Section II - Liability, Paragraph F. Liability and Medical Expenses Definitions, paragraph 3. is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In Section II - Liability, Paragraph F. Liability and Medical Expenses Definitions, paragraph 4. is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. PERSONAL INJURY, INCLUDING DISCRIMINATION, HARASSMENT AND SEGREGATION

In Section II - Liability, Paragraph F. Liability and Medical Expenses Definitions, paragraph 14. is amended to include the following:

- h. Discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex unless committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In Section III – Common Policy Conditions, Paragraph C. Concealment, Misrepresentation or Fraud is amended to include the following additional paragraph:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

P. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In Section III – Common Policy Conditions, Paragraph H. Other Insurance, subparagraphs 2. and 3. are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;

(b) That is insurance that applies to “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, “autos” or watercraft to the extent not subject to Exclusion g. of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

- (2) The total of all deductible and self-insured amounts under all that other insurance.
- d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In Section III – Common Policy Conditions, Paragraph K. Transfer of Rights of Recovery Against Others To Us, subparagraph 2. is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.