ARC

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

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JAN 07 2026

December 16, 2025

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Northeast Archaeology Research Center, Inc. (VC#225111-B001), Farmington, Maine in the amount of $100,000 to comply with the National Historic Preservation Act for the "Restoring NH Salt Marshes" award, effective upon Governor & Council approval through March 31, 2028. 100% federal funds.

Funding is available in the following account.

	FY 2026
03-44-44-442010-6363-102-500731	$100,000

Dept. of Environmental Services, Coastal Resilience Infrastructure, Contracts for Program Services

EXPLANATION

NHDES requests approval to enter into a contract with the Northeast Archaeology Research Center, Inc. (NEARC) to comply with the National Historic Preservation Act (NHPA) for the "Restoring NH Salt Marshes" award from the National Fish and Wildlife Foundation (NFWF) as part of the America the Beautiful Challenge grant. At the request of NFWF, NHDES Coastal Program (NHCP) consulted with the United States Fish and Wildlife Service (USFWS) and the New Hampshire Department of Natural and Cultural Resources Division of Historical Resources (NHDHR) to determine how the "Restoring NH Salt Marshes" grant would comply with the NHPA. NHDES collaborated with the USFWS and NHDHR to determine the scope of work included in this agreement.

NHDES subsequently issued a Request for Proposals (RFP) on April 4, 2025, seeking proposals for cultural and historic resource consulting services. Five eligible proposals were received and ranked according to selection criteria and selection committee discussion. The proposal submitted by NEARC was determined by the selection committee to offer the best approach for completing the required work and achieving compliance with the NHPA. A scoring matrix that includes a list of the selection committee members, along with their titles and level of experience, is provided in Attachment A.

NEARC will work with NHCP and NHDHR to comply with the NHPA for both architectural history and archeology to include pre-contact and post-contact periods. NEARC will prepare an Architectural Survey Plan, including both confidential and publicly accessible portions. NEARC will also provide comprehensive cultural and historic resource consulting services for each of the projects supported by the "Restoring NH Salt Marshes" grant.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

Total project costs are budgeted at $100,000. NHDES will provide funding through this federal grant. If federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Northeast Archaeology Research Center, Inc.		1.4 Contractor Address 382 Fairbanks Road Farmington Maine 04938	
1.5 Contractor Phone Number 207 860 4032	1.6 Account Unit and Class 03-44-44-442010-6363-102-500731	1.7 Completion Date March 31, 2028	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency Kevin Lucey		1.10 State Agency Telephone Number 603-559-0026	
1.11 Contractor Signature Date: 8/19/2025		1.12 Name and Title of Contractor Signatory Gemma-Jayne Hudsell, Vice President, Director of Archaeology	
1.13 State Agency Signature Date: 10/13/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 10/15/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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 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.

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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.

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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.

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Exhibit A
Special Provisions

Funds paid under this agreement are from a Grant Agreement to the State from the NATIONAL FISH AND WILDLIFE FOUNDATION through the AMERICA THE BEAUTIFUL CHALLENGE, which provides funding from US Fish and Wildlife Service under CFDA # 15.669. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee.

Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Number (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI is N9DWD7LLCQB1.

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Exhibit B
Scope of Services

Project Title:	Cultural and Historic Resource Consulting Services for "Restoring New Hampshire Salt Marshes Project"
Effective Period:	Upon NH Governor and Council approval through 03/31/2028
Contract Amount:	$100,000

Project Goal: RK

Under the suite of projects supported by the "Restoring NH Salt Marshes" grant (~~see Appendix A~~), the NH Coastal Program (NHCP) will utilize funds from National Fish and Wildlife Foundation's (NFWF) America the Beautiful Challenge (ATBC) grant program to comply with Section 106 of the National Historic Preservation Act (NHPA) for the overall "Restoring NH Salt Marshes" grant award. To accomplish these regulatory requirements, NHCP enacted a competitive procurement to hire a Section 106 – 36 CFR 61 qualified consultant for both Architectural History and Archeology to include pre-contact and post-contact periods. After detailed review of the five proposals submitted, NHDES selected Northeast Archaeology Research Center, Inc. (NEARC) as the most qualified firm to complete this Scope of Services. In their bid, NEARC teamed with Harvey Research and Consulting (HRC) to expand their research capacities in support of accomplishing this Scope of Service.

Work Items:

Northeast Archaeology Research Center, Inc. (NEARC), also referred to as the Contractor, is responsible for performing Work Items 1-3 summarized below and as described in the original bid and revised proposal, as listed below:

- "Response to Request for Bid - Cultural and Historic Resource Consulting Services for Restoring New Hampshire Salt Marshes Project, Rockingham County," and dated May 2, 2025.
- "Updated Technical Proposal and Work Plan – Cultural and Historic Resource Consulting Services for Restoring New Hampshire Salt Marshes Project, Rockingham County," and dated July 6, 2025.

TASK 1. Initiate Section 106 review

Timeframe: Upon Governor & Council approval through December 2025

Description: NEARC will participate in a Project Kick Off meeting and will support NHDES, as needed, for initiating Section 106 review.

Task 1 Deliverables:

- Kick-off Meeting Notes
- Request for Project Review, prepared by NHDES and reviewed by NEARC, is submitted by NHDES to NHDHR.

TASK 2. Prepare and Submit an Architectural Survey Plan

Timeframe: Upon Governor & Council approval through December 2026

Description: NEARC will prepare the Architectural Survey Plan (ASP). The ASP will be comprised of two parts, a confidential portion (Part 1) and a publicly accessible portion (Part 2). Part 1 will contain locational information, an overview of objectives and goals; description and justification of the Areas of Probable Effect (APE), including maps; survey plan methodology, tabular presentation of known

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architectural and archeological resources, and identification of consulting parties and stakeholders. Part 2 will include historical and architectural context of salt marsh, including pre- and post- contact context; a summary of expected resource types, resource eligibility considerations, and recommendations on best approaches for above and below ground projects requiring review. To accomplish the ASP, NEARC will complete the following tasks:

Task 2.1 Background Research: NEARC and HRC will conduct background research for the ASP with three main components. The first will identify agricultural history and uses; the second will be focused on alterations to salt marshes during the 1930s; the third will focus on utilizing and expanding upon the existing Salt Marsh Parcel Project to further understand patterns of deed ownership.

Task 2.2 Field Inspections: NEARC and HRC will conduct site visits to each of the 3 principal salt marsh areas at various seasons and tide conditions to assess and photograph the general setting and notable features. NEARC and HRC will coordinate with NHDES for guidance on accessing the sites. NEARC may undertake minimal subsurface investigations. Opportunities to include public meetings within scheduled field inspection will be explored.

Task 2.3 Preparation of the ASP: NEARC and HRC will provide semi-annual updates to NHDES on the status of the ASP. The ASP must be submitted as draft for a minimum of 1 month to enable review and comment by NHDES, NHDHR, USFWS.

Task 2 Deliverables:

- Semi-annual updates on status of ASP
- Consulting Parties Identified
- APE defined for each site that requires it
- Draft ASP (Parts 1 and 2) available for review by NHDES, NHDHR, USFWS
- Final ASP (Parts 1 and 2)

TASK 3. Additional Consultation Services
Timeframe: January 1, 2026 through March 31, 2028
Description: Considering uncertainty of site specific assessment needs and limited budget available for this contract, NEARC will work with NHDES, NHDHR, and USFWS to identify which of the following additional consultation services should be prioritized and to determine the appropriate level of effort to achieve compliance with Section 106 of the NHPA. NEARC will submit semi-annual reports to NHDES to provide updates on the status of the contracted work.

Task 3.0 Deliverables

- Semi annual reports due January 31, 2026, June 30, 2026; January 31, 2027, June 30, 2027.

TASK 3.1 Development of Program Improvements: NEARC will work with partners to identify and help to deploy program improvements. Improvements may include but are not limited to a spreadsheet to catalog specific features; GIS-based maps, layers, and shapefiles. The exact scope of services for this task will be further developed after the completion of the ASP.

Task 3.1 Deliverables:

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- Development and refinement of database elements to catalog attributes and features of salt marsh cultural landscape.

TASK 3.2 Assessment of Effects Evaluations & Inventory Forms: If requested by NHDHR, NEARC and HRC will work together to assess effects and include all immediate and reasonably foreseeable effects to the property. Also, if requested by NHDHR, NEARC will prepare and submit inventory forms for identified architectural resources/landscape resources. When preparing assessment of effects and inventory forms, NEARC/HRC will conform to NHDHR content, formatting and submittal standards.

Task 3.2 Deliverables/Outcome

- Assessment of Effects Evaluation prepared and submitted through EMMIT+
- Inventory Forms prepared and submitted through EMMIT+

TASK 3.3. Additional Mitigative Documents and Educational Materials: NEARC will develop additional potential mitigative documents, which may include but are not limited to interpretive documents and other educational materials, such as press releases, newspaper articles, videos, display, signage, and webpage content development. The text and graphics will be appropriate for public dissemination. NEARC will also develop a presentation for future NHDES use as well as present at least once during the project period.

Task 3.3 Deliverables:

- Educational materials
- PowerPoint presentation & other presentation materials
- (2) Presentation to Salt Marsh Task Force (online presentation, in-person presentation).

TASK 3.4. Architectural and Archeological Monitoring: NEARC will conduct architectural and/or archeological monitoring at each of the restoration sites. Monitoring will include observation of activities that may disturb or alter culturally sensitive locations or features, and record and ideally mitigate the effects of these activities.

Task 3.4 Deliverables:

- Archeological monitoring work plan
- Memorandum report (draft and final)

TASK 3.5. Phase IB Archeological Studies: NEARC will prepare a scope of work for Phase IB as deemed appropriate. Phase IB scope work may include additional photo documentation, mapping, and limited subsurface excavation. As described in the RFP, the project team does not expect to expend significant effort on subsurface archaeological testing. Given the budget cap for the project, if more intensive Phase IB investigations are warranted, it may be necessary to forego another subtask under Task 3 in order to achieve the budget allowance.

Task 3.5 Deliverables:

- Phase IB scope of work
- Phase 1B Report

Funding Credit and ADA Compliance

All final work produced and outreach materials shall provide funding credit to the New Hampshire Department of Environmental Services and the NH Coastal Program. All final work products must meet

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the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

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Exhibit C
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable payments may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt and within 30 days of invoice, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of $100,000.

Contractor Initials GJH
Date 8/14/2025

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: **0007259870**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of August A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Hutch McPheters, President of the Northeast Archaeology Research Center, Inc., do hereby certify that:
(l) I am the duly elected President;
(2) at the meeting held on 8/19/2025, Northeast Archaeology Research Center, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
(3) the Northeast Archaeology Research Center, Inc. further authorized the Vice President to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Gemma Hudgell
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Northeast Archaeology Research Center, Inc., this 19th day of August, 2025.

Signature of Certifying Officer

STATE OF Maine
County of Franklin
On this the 19th day of August, 2025, before me ~~Hutch McPheters~~ Megan Gaboury the undersigned officer, personally appeared Hutch McPheters who acknowledged him/herself to be the President of the Northeast Archaeology Research Center, Inc. being authorized so to do,
executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

(Notary Public Signature)

Commission Expiration Date: 4/6/2030
(Seal)

Megan Gaboury
Notary Public, State of Maine
My Commission Expires 4/6/2030

NORTARC-01 NTURCOTTE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ADV5335791-17	2/25/2025	2/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAA5335796-17	2/25/2025	2/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ADV5335791-17	2/25/2025	2/25/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1810090603	2/26/2025	2/26/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liabili			LHPA249991	3/23/2025	3/23/2026		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 Environmental Services
PO Box 95
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
Nicole Furcotte

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Attachment A

Procurement Process

The procurement process for this Agreement was conducted through a Request for Proposals (RFP) that was advertised on the Department of Administrative Services website from April 4, 2025 to May 2, 2025 (# RFP-DES-2025-19). The RFP included a description of the proposed scope-of-work, submittal requirements and selection criteria. Five proposals were received by the May 2, 2025 deadline, which were subsequently reviewed, scored and ranked by a selection committee comprised of personnel from NHDES, NH Division of Historical Resources (NHDHR), and United States Fish and Wildlife Service (USFWS). A scoring summary is provided in Table A-1. A list of the selection committee members, along with their titles and level of experience is provided below.

Table A-1. Scoring and Ranking Results

Selection Criteria	Maximum Points	Northeast Archeology Research Center, Inc.	Nearview, LLC	Hartgen Archeological Associates, Inc.	Kleinfelder	SWCA Environmental Consultants
		Score	Score	Score	Score	Score
Understanding of the Project	10	9.8	8.3	8.8	7.8	6
Strength of Proposed Scope of Work	35	31.1	27.1	27.6	21	17.5
Qualifications: Experience of Firm/ Team	20	18	19.5	17.5	14	13
Qualifications: Experience of Personnel	15	13.5	14.6	12.8	10.5	9.4
Project Schedule and Budget	20	14.5	15.5	15.3	13.5	8
TOTAL	100	86.9	85	82	66.7	53.9
RANK		1	2	3	4	5

Selection Committee Members:

- Kevin Lucey - Habitat Coordinator, NHDES Coastal Program, 23 years of habitat assessment and restoration work;
- Merissa Silva Robertson – Habitat Specialist, NHDES Coastal Program, 2 years of habitat assessment and restoration work;
- Amy Wood - Regional Historic Preservation Officer, U.S. Fish and Wildlife Service, Northeast Region, 25 years historic preservation/cultural resources management;
- Nadine Miller - Deputy State Historic Preservation Officer, NH Division of Historical Resources/NH SHPO, 34 years in historic preservation/cultural resources management.