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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services

*American Canadian French Cultural Exchange Commission,
Administratively Attached*

Van McLeod, Commissioner



September 27, 2012

His Excellency, Governor John H Lynch
and the Honorable Council

State House
Concord, New Hampshire 03301

100% Federal Funds

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award a Certified Local Government Grant to the town of Newington (vondor 154394) in the amount of \$11,450 effective upon Governor & Council approval through September 30, 2013. Federal Funds are available in 01-34-34-342010-3441-072-50000574.

EXPLANATION

Travel between Durham, Dover and Newington has been critical to the history of this state since the towns were settled in the 1620's. The Piscataqua Bridge represents the second crossing of the river after Tricky's Ferry, established in the 1600's and before the Bloody Point Railroad Bridge and the most recent steel bridges. The original wooden Piscataqua Bridge (1794-1855) crossed to Goat Island and then to Tickle Point in Durham. Preliminary research has been done on Goat Island and the bridge abutments of the Piscataqua Bridge were discovered. Phase One included in its report the location of former structures on the island and the abutments of the Piscataqua Bridge. With this phase of the grant the town of Newington will hire a qualified archaeologist to investigate a complex area of the island to accurately identify the historic locations that contribute to the transportation history of New Hampshire. The ultimate goal is to list the island to the National Register of Historic Places.

The Division of Historical Resources is required to set aside 10% of our federal funds for Certified Local Governments. Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG Funds. No match is required for this grant and will use 100% federal funds.

Respectfully submitted,


Van McLeod
Commissioner

RECEIVED

AUG 24 2012

GRANT AGREEMENT Grant # CLG-12-41936-01

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the town of Newington (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: August 15, 2012 – September 30, 2013
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$11,450 and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey
Elizabeth Muzzey,

State Historic Preservation Officer

9/28/12
Date

Approved as to form, substance and execution:

[Signature] 10-4-12
Office of Attorney General Date

GRANTEE

Name John O'Reilly
Address 205 Numbic Hill Rd
Newington, NH 03801

[Signature]
Authorized Signature
Date 8/22/12

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 22 day of August 2012

[Signature]
Signature of Notary Public **W. JANE MAZEAU Notary Public**
My Commission Expires April 23, 2013

\$1,770NH DIVISION OF HISTORICAL RESOURCES
19 PILLSBURY ST. , 2ND FLOOR
CONCORD NH 03301-3570
603-271-3483/3559
FAX 603-271-3433

PROJECT NOTIFICATION

PROJECT TITLE: Goat Island – Piscataqua Bridge Phase II
AREA AFFECTED BY PROJECT: STATEWIDE

GRANT NUMBER: 33-12-CLG-41936-01
FEDERAL SHARE: \$ 11,450.
NONFEDERAL SHARE:\$ 1,770.
TOTAL PROJECT COST: \$13,220.

CONGRESSIONAL DISTRICT: 1st

1. SUBGRANTEE:

Name: **Town of Newington**
Address 205 Nimble Hill Rd, Newington, NH
Contact Person: Gail Pare

2. NONFEDERAL MATCHING SHARE:

Donor: Town of Newington
Source: salary
Kind: in-kind
Amount: \$1,720.

Donor: Town of Newington
Source: town
Kind: in-kind travel
Amount: \$50

3. BUDGET:

	Non-Federal	Federal	Total
PAID STAFF			
Project Manager (3 hours at \$40/hr)	120		120
Project Administrator (4 hours at \$25/hr)	100		100
Transportation Manager (10 days at \$150/day) (transport boat to and from Goat Island)	1,500		1,500
Tom Morgan, Town Planner (5hrs at \$60/hr)		300	300
Town Clerical Staff (4.15hrs at \$12/hr)		50	50
PAID CONSULTANTS			
Historic Archaeologist		11,100	11,100
TRAVEL			
100 miles	50		50
<hr/>			
TOTAL	\$ 1,770.	11,450.	13,220.

4. PURPOSE:

Products: Travel between Durham, Dover and Newington has been critical to the history of this state since the towns were settled in the 1620's. The Piscataqua Bridge represents the second crossing of the river after Tricky's Ferry, established in the 1600's and before the Bloody Point Railroad Bridge and the most recent steel bridges. The original wooden Piscataqua Bridge (1794-1855) crossed to Goat Island and then to Tickle Point in Durham. Preliminary research has been done on Goat Island and the bridge abutments of the Piscataqua Bridge were discovered. This phased project will continue the research by working on the physical archaeology on Goat Island to determine National Register of Historic Places eligibility.

5. BEGINNING/ENDING DATES:

From: August 15, 2012
To: September 30, 2013

6. An Environmental Certification indicating the applicable categorical exclusions is attached.

7. No program income will be generated.
8. As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund Grants Manual, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff **and** found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.



SHPO or Authorized Designee Signature

9/28/12

Date

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Newington Member Number: 167-010189 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>	
Certificate Holder: State of New Hampshire NH Division of Historical Resources 19 Pillsbury Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: _____ 6/15/2012
	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.

RECEIVED

JUN 29 2012

CERTIFICATE FOR MUNICIPALITIES

I (insert name) W Jane Mazeau, of (insert Municipality name), Newington, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
- 2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
- 3. I am duly authorized to issue certificates with respect to the contents of such books:
- 4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 6/25/12.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) John O'Reilly, on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
- 6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: Chairman Board of Selectman
Municipality Mayor: John O'Reilly
Municipality Clerk: W Jane Mazeau
Municipality Treasurer: _____

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 6-28-12

Clerk/Secretary (signature) WJ Mazeau
In the State and County of: (State and County names) NH Rockingham

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Rockingham

UPON THIS DATE (insert full date) 6-28-12, appeared before me (print full name of notary) Catherine E Forbes, the undersigned officer personally appeared (Insert officers name) W Jane Mazeau who acknowledged him/herself to be (Insert the name of municipality) Newington and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) Catherine E Forbes



ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Jack Oruly</i>	TITLE <i>Chairman, Board of Selectmen</i>
APPLICANT ORGANIZATION <i>Town of Newington</i>	DATE SUBMITTED <i>June 27, 2012</i>

EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines for Archaeological Survey. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.

(b) Schedule: Begin date: August 15, 2012 and end date September 30, 2013.

(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Archaeological Survey
- A.4. The Project Notification for this project is incorporated into Exhibit A as item A.4.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed **Eleven Thousand Four hundred and Fifty dollars and no cents (\$11,450.00)** subject to:

(a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;

(b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and

(c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than one hundred percent (100%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.
- B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:

- November 30, 2012**
- February 28, 2012**
- May 31, 2013**
- August 1, 2013 Draft Project**
- September 30, 2013 Final Project Report**

EXHIBIT C: SPECIAL PROVISIONS

- C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
- C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
- C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
- C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C. as item C.7.
- C.6. The attached document, "U.S. Department of the Interior: Certification Regarding Debarment, Suspension, and Other Responsibility Matters," [DI-1954], as executed by the Grantee, is incorporated into Exhibit C. as item C.8.

EXHIBIT D: SUBGRANTEE INFORMATION FORM (attached)



New Hampshire Fish and Game Department

11 Hazen Drive Concord NH 03301-6500
Headquarters (603) 271-3421
Web site www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail info@wildlife.nh.gov

Glenn Normandeau
Executive Director

September 8, 2011

Chair, Board of Selectmen
Town of Newington
205 Nimble Hill Road
Newington, NH 03801

Dear Sir:

This letter is in response to your request to undertake archeological surveys on the Department's Goat Island Wildlife Management Area. The Department has approved your request with the following conditions:

- The Town of Newington shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of project volunteers and personnel in utilizing the Fish and Game Department's property. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this special-use permit.
- Provide New Hampshire Fish and Game Department a certificate of insurance prior to your filed work for comprehensive general liability insurance against all claims of bodily injury, death or property damage, in an amount not less than \$250,000 per claim and \$2,000,000 per incident.

Other conditions of your special-use permit include:

1. The Department is not responsible for the loss or damage to equipment or property of the Goat Island – Piscataqua Bridge Phase I Project, volunteers or personnel ;
2. Goat Island – Piscataqua Bridge Phase I Project's use of the area is not exclusive;
3. This Special Use Permit shall expire December 31, 2012. This permit may be extended for a period of time upon written notification by the permittee at least 60 days prior to the expiration of this permit. The Department reserves the right to cancel this special-use permit at any time.

4. The permittee must submit to the Department an annual summary of survey results and complete report on research findings every at the end of the permit period.
5. The Town of Newington shall provide the assistance of an on-site archeologist to assess the impact to archeological resources of invasive plant removal from identified sites on Goat Island.

Should you have additional questions regarding this special-use permit, please contact Richard Cook, Land Agent at (603) 271-1133.

Sincerely,

A handwritten signature in black ink, appearing to read "GN", with a long horizontal line extending to the right.

Glenn Normandeau
Executive Director