



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

5B



August 3, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a **Sole Source** contract (PO#1090002) with David R. Converse, Estes Park, CO (VC#333412-B001) by extending the end date to January 15, 2024 from September 19, 2023 to allow additional time for the completion of detrital zircon and geologic thin section laboratory analysis work tasks. The original agreement was approved by Governor & Council on December 7, 2022, Item #59. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

This time extension is needed as the project has taken longer than anticipated due to a delay in the analysis of detrital zircons and the processing of geologic thin sections, necessary to update the bedrock geologic map required under this contract. The analytical laboratory that David Converse utilizes is in high demand which has created a backlog. The accurate construction of the bedrock geologic maps to be delivered under this contract requires dating the ages of samples collected in the field in order to estimate when the rock units formed, which influences their final mapped boundaries. This award is **Sole Source** because David Converse, among other contract geologic mappers, were specifically identified in the original scope of work in the original grant proposal, as required by the federal agency funding source, the United States Geological Survey (USGS). The qualifications of the contractors are rigorously evaluated by a USGS peer review panel which is convened annually to make funding decisions for the program. To date, \$7,500 of the \$14,025 budget has been spent.

The amendment has been approved by the Office of the Attorney General as to form, substance, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

**AMENDMENT #1
TO
GRANT AGREEMENT
BETWEEN
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
DAVID R. CONVERSE**

Bedrock Geologic Mapping of the Greeley Brook and Metallak Mountain 7.5-minute Quadrangles

WHEREAS the Department of Environmental Services (DES) has entered into an agreement with David R. Converse in the amount of \$14,025 for bedrock geologic mapping of the Greeley Brook and Metallak Mountain 7.5-minute (1:24,000 scale) Quadrangles in New Hampshire, effective December 7, 2022 through September 19, 2023.

WHEREAS DES wishes to extend the agreement completion date from September 19, 2023 to January 15, 2024.

NOW THEREFORE, amend the original agreement between DES and David R. Converse as approved by Governor and Council on December 7, 2022, as Item #59 in the following manner:


1. The completion date set forth in Section 1.7 of the Agreement shall be changed from September 19, 2023 to January 15, 2024.
2. Exhibit B of the Agreement shall be updated to indicate that the Contractor shall deliver this map to the State Geologist for scientific review at least two (2) working days prior to September 19, 2023, and that the Contractor shall update the submitted map based upon results obtained from analysis of samples for detrital zircon analysis and thin sections, prior to the contract completion date of January 15, 2024.
3. This Amendment shall take effect upon the date of Governor and Council approval.
4. All other conditions outlined in the agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

DAVID R. CONVERSE

By: 
Robert R. Scott, Commissioner
Department of Environmental Services

By: 
David R. Converse
Professional Geologist

Approval by OFFICE OF THE ATTORNEY GENERAL:
As to form, substance and execution

Date: 8/9/2023 By: 

Approval by Governor and Executive Council:

Date: _____ By: _____



The State of New Hampshire
Department of Environmental Services



2021

Robert R. Scott, Commissioner

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October 31, 2022

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into **SOLE SOURCE** contracts with the following entities in the amount of \$ 48,400.00 for surficial and bedrock geologic mapping services effective upon Governor and Council approval through September 19, 2023. 100% Federal funds.

<u>Vendor Name</u>	<u>Location</u>	<u>Vendor #</u>	<u>Contract Amount</u>
John A. Brooks	Wolfeboro, NH	333573	\$ 10,725.00
David R. Converse	Estes Park, CO	333412	\$ 14,025.00
Emery and Garrett Groundwater Investigations, LLC	Meredith, NH	156756	\$ 10,725.00
J. Dykstra Eusden, Jr.	South Paris, ME	160229	<u>\$ 12,925.00</u>
		Total:	\$ 48,400.00

Funding is available in the account as follows:

	<u>FY23</u>
03-44-44-440010-3852-102-500731	\$ 48,400.00
Department of Environmental Services, State Mapping Program, Contract for Program Services	

EXPLANATION

The **SOLE SOURCE** contracts that are the subject of this request involve the state geological mapping program. The contractors listed in this request were specifically identified in the scope of work for the original grant proposal as required by the funding partner, the U.S. Geological Survey (USGS), under the National Cooperative Geologic Mapping Program (STATEMAP). The qualifications of the contractors are rigorously evaluated by a USGS peer review panel which is convened annually to make funding decisions for the program. The NH Geological Survey's mapping proposals routinely rate very high compared to all proposals submitted, largely due to the highly qualified contractors employed. Each of the contractors has previously produced high-quality maps that have been accepted by the USGS as deliverables for the STATEMAP program. Mapping contractors

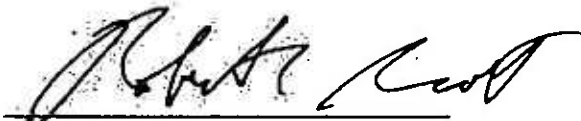
are subject to a pre-qualification process involving evaluation by the NH Geologic Resources Advisory Committee (GRAC), based on a Statement of Qualifications (SOQ). Eligibility criteria include: (1) personal education and experience in the discipline of field mapping, (2) recent successful geologic mapping experience, and (3) production of a geological map that has been accepted or published by the USGS in Reston, Virginia.

This STATEMAP program is designed to create or update geological maps in areas of the state where there is a critical need for geologic information. Geological map data are routinely used by hydrogeologic consultants, engineers, scientists, planners, and local officials as the basis for local master plans, groundwater availability assessments and groundwater protection initiatives, infrastructure expansion, and for evaluating geologic hazards. In addition, the mapping program contributes to our knowledge about an integral part of New Hampshire's natural history. The selection of areas for detailed mapping was reviewed and approved by GRAC, which consists of members from the consulting community, state and federal agencies, academia, industry, and the general public. The criteria used in their selection included 1) critical need, 2) contribution to the state's Geological Mapping Strategic Plan, and 3) return of information for the investment of public funds.

In summary, the New Hampshire STATEMAP program has been very successful using contractors who have performed the field mapping in the past. Contractors will work under the direction of the State Geologist, who will review and approve all work before making a payment recommendation to the Department.

The contracts have been approved by the Department of Justice as to form, content, and execution. In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott
Commissioner

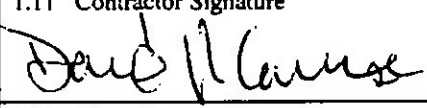
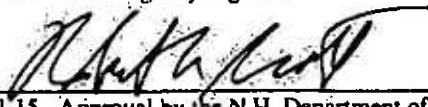

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, P.O. Box 95, Concord, NH 03302-0095	
1.3 Contractor Name David R. Converse		1.4 Contractor Address 2119 McGraw Ranch Road, Estes Park, CO 80517	
1.5 Contractor Phone Number (832) 646-9397	1.6 Account Number 03-44-44-44010-3852-0102	1.7 Completion Date September 19, 2023	1.8 Price Limitation \$14,025
1.9 Contracting Officer for State Agency Shane Csiki, State Geologist and Director, New Hampshire Geological Survey		1.10 State Agency Telephone Number (603) 271-1975	
1.11 Contractor Signature  Date: 10/19/22		1.12 Name and Title of Contractor Signatory David R. Converse, Professional Geologist	
1.13 State Agency Signature  Date: 11/3/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/17/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DRC
 Date 10/19/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DRU
Date 10/19/22

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials SPC
Date 10/19/22

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Special Provisions

Paragraph 14 of the General Provisions of the standard state agreement is expressly waived. This provision is being waived because this is an individual and carrying this general liability insurance would be cost prohibitive.

EXHIBIT B

Scope of Work

The State has contracted with David R. Converse. The contractor will perform bedrock geologic mapping of the Greeley Brook and Metallak Mountain 7.5-minute (1:24,000 scale) Quadrangles in New Hampshire.

All work shall be performed in accordance with the following scope.

This mapping will include delineation of all bedrock units following the patterns, symbols, and cartography of the United States Geological Survey. This includes delineating map units based on mineralogy, texture, and lithology as well as contacts between lithologic units; faults, joints, and other discontinuities with attention to such structures that may be water bearing; and point observations of structures such as bedding, foliations, and fold hinges. The New Hampshire Geological Survey (NHGS) at the New Hampshire Department of Environmental Services (NHDES) shall provide a staff geologist, to provide technical assistance in the final map cartography and digitization of the final bedrock geologic map submitted under this Scope of Work. Symbols should conform to the most current Federal Geographic Data Committee digital cartographic standards. The final submitted map and all associated digital Geographic Information System products shall be compliant with Level 3 of the United States Geological Survey Geologic Mapping Schema (GeMS) system, utilizing a template provided to the contractor by NHGS.

The map shall also include pertinent scientific observations and annotations based upon results obtained from analysis of samples for detrital zircon analysis and thin sections, for which funds are included in this contract to perform. The Contractor shall provide the data output from these analyses to NHGS as part of the submitted deliverables upon completion of the contract. The Contractor will incorporate existing geological information, and subsurface information provided by NHGS, to support geological interpretations and map products. All map units within the Greeley Brook and Metallak Mountain Quadrangles must be reconciled with the mapped bedrock geology of the adjacent Cowen Hill Quadrangle. High-quality photographs of significant geologic features shall be provided to NHGS as raw digital image files, separate from inclusion in a Word or PDF document, accompanied by descriptive captions and cross-referenced to actual localities indicated on the map. The Contractor shall also provide a concise legend containing a detailed description of each map unit and a minimum one-page narrative description of the bedrock geology of the quadrangle including interpretations regarding map unit deposition as well as the timing and style of deformation. A version of each of these documents shall be submitted in Microsoft Word format. Upon completion of the geologic map, the Contractor shall work together with NHGS during the

automation of the data into digital form in an ArcGIS geodatabase that is compliant with Level 3 of GeMS.

NHGS staff reserve the right to accompany the Contractor in field mapping activities where such accompaniment will mutually benefit both NHGS and the Contractor. The Contractor shall be available for a one day long field conference for the mapped quadrangle, which incorporates attendance by NHGS staff and geologic community peers, as available. The field conference will be arranged for a date in summer 2023 that mutually works for all attending parties.

A map of the Greeley Brook and Metallak Mountain Quadrangles shall be prepared on a base, utilizing a template that has been created by NHGS, with content equivalent to that of the most recent USGS 7.5-minute series topographic map for the quadrangle area, and which reproduces this content without distortions in scale. The map shall include: (1) scale and contour interval, (2) north arrow and magnetic declination, (3) title, authorship, publisher, and date, (4) location index map, (5) field data or field data stations, (6) description of map units, (7) explanation of map symbols, (8) unit symbols on map, and (9) an acknowledgment that reads "This geologic map (or report) was funded in part by the USGS National Cooperative Geologic Mapping Program under STATEMAP award number G22AC00579, 2022." A minimum of one geologic cross section depicting the rocks at the surface and interpretive projections of map units above and below ground will be submitted with the map. The Contractor shall deliver this map to the State Geologist for scientific review at least two (2) working days prior to the September 19, 2023 contract completion date. The Contractor shall submit a final, scale stable, reproducible color copy of the Greeley Brook and Metallak Mountain Quadrangles, consistent with USGS and NHGS standards, to the State Geologist to complete the contract. NHGS commits to provision of staff assistance to the Contractor to prepare the final map.

The Contractor shall adhere to the specifications outlined by DES's Standard Operating Procedures (DES-SOP #101) for accessing private lands. This includes providing NHGS with a copy of all logs indicating dates and times of contact with land owners. Guidance and assistance for operating within the SOP will be provided by NHGS.

EXHIBIT C

Contract Price and Payment Method

The total amount of all payments to this Contractor shall be \$14,025. This amount will be charged for mapping the Greeley Brook and Metallak Mountain Quadrangles, and for conductance of crystallization ages and detrital zircon analysis, and billed as the percentage of mapping work is, and individual analyses are, completed. Detailed invoices will be required for all payments.