



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
 New Hampshire's Environment*



Burack
602

September 24, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into **sole source** contracts with the following entities in the amount of \$46,376 for surficial geologic mapping services effective upon Governor and Council approval through September 14, 2013. 100% Federal funds.

<u>Vendor Name</u>	<u>Location</u>	<u>Vendor #</u>	<u>Contract Amount</u>		
			<u>FY13</u>	<u>FY14</u>	<u>Total</u>
Carol T. Hildreth	Holliston, MA	160121	\$18,635	\$2,815	\$21,450
Emery & Garrett Groundwater, Inc.	Meredith, NH	156756	\$21,665	\$3,261	\$24,926
		Total	\$40,300	\$6,076	\$46,376

Funding is available in the account, as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY2014 is contingent upon continuing appropriations and availability of funds.

FY13 FY14

03-44-44-440010-3852-0102-500731 \$40,300 \$6,076
 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 STATEMAP Cooperative Geological Mapping Program. The qualifications of the contractors are rigorously evaluated by a USGS peer review panel which is convened annually in Washington, DC 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. Ms. Carol Hildreth and Emery & Garrett Groundwater, Inc. have 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

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor John H. Lynch
and the Honorable Council

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involving evaluation by a subcommittee of the NH Geological Resource Advisory Committee (NHGRAC), based on a Statement of Qualifications (SOQ). Eligibility criteria include: (1) personal education and experience in the field 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 land-use 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 set for detailed mapping was reviewed and approved by NHGRAC, which consists of members from the consulting community, state agencies, academia, 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.



Thomas S. Burack
Commissioner

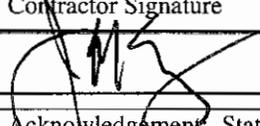
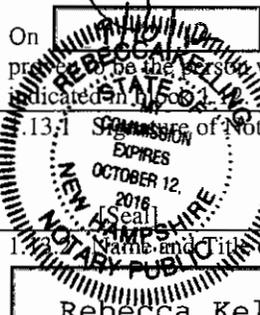
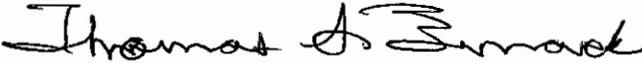
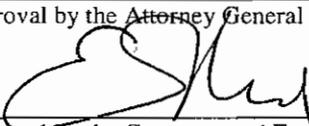
Subject: Geologic Mapping FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>New Hampshire Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095</u>	
1.3 Contractor Name <u>Emery and Garrett Groundwater, Inc.</u>		1.4 Contractor Address <u>56 Main Street, P.O. Box 1578, Meredith, NH 03253</u>	
1.5 Contractor Phone Number <u>603-279-4425</u>	1.6 Account Number <u>03-44-44-44010-3852</u>	1.7 Completion Date <u>September 14, 2013</u>	1.8 Price Limitation <u>\$24,926.00</u>
1.9 Contracting Officer for State Agency <u>Frederick Chormann, Jr., State Geologist</u>		1.10 State Agency Telephone Number <u>603-271-1975</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>James M. Emery, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u> </u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1  <u>Rebecca Kelling</u> Notary Public or Justice of the Peace			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rebecca Kelling, Administrative Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10-3-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 JMS
Date 9/10/12

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, 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 the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials JWE
 Date 9/10/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials JWE
Date 9/10/12

Requested Action #1
Emery and Garrett Groundwater, Inc.

EXHIBIT A

Scope of Services

SURFICIAL GEOLOGIC MAPPING AND DIGITIZATION OF THE PLYMOUTH 7.5-MINUTE QUADRANGLE, NEW HAMPSHIRE AND DIGITIZATION OF THE BRISTOL 7.5-MINUTE QUADRANGLE, NEW HAMPSHIRE

Scope of work:

(A) Surficial mapping of the Plymouth 7.5-minute (1:24,000-scale) Quadrangle will include delineation of all surficial materials following the patterns, symbols, and cartography of United States Geological Survey (USGS)-published quadrangles of Nashua North, Kingston, and Rochester, New Hampshire, and previously submitted maps funded by the cooperative STATEMAP program. This includes delineating the till, glaciofluvial deposits, glaciolacustrine deposits, freshwater wetlands, bedrock exposures, shallow bedrock, alluvium, and other materials particular to the area. Symbols should conform to the Federal Geographic Data Committee digital cartographic standards of August 2006. The map shall also include pertinent scientific observations and annotations related to the glacial history of the map area as well as an overlay of four categories of material textures (gravel, mixed sand and gravel, sand with minor silt, and silt and clay with minor sand). The Contractor will incorporate existing geological information and subsurface information provided by the NH Geological Survey (NHGS), a bureau of the NH Department of Environmental Services (DES), to support their geological interpretations and map products. All map units shall be edge matched at the common boundaries between the respective quadrangles that exist in NHGS archives so that seamless data can be created for the entire area of the adjoining quadrangles. The Plymouth Quadrangle must be edge matched with the previously mapped surficial geology of the Ashland Quadrangle to the south and the Holderness Lake Quadrangle to the southeast. Map units within the Plymouth Quadrangle must also be reconciled with the concurrently mapped surficial geology of the Waterville Valley Quadrangle (mapping performed by Carol T. Hildreth) to the northeast. High-quality photographs of significant geologic features will be provided to NHGS, either as digital image files or minimum 4" x 6" color prints, and accompanied by descriptive captions and cross-referenced to actual localities indicated on the map. The Contractor will also provide a concise narrative description of the glacial history of the quadrangle contained in an electronic document that is at least one page in length. Completed maps will be submitted to the NHGS.

(B) Automate surficial geologic data for the Plymouth and Bristol 7.5-minute Quadrangles, following standards and guidelines provided by NHGS and including all associated data layers: 1) surficial material types and textures, 2) landforms and other features that can be represented by arcs (e.g. ice-marginal positions, meltwater channels, etc.), 3) landforms and other features mapped as point localities (e.g. drumlins, glacial striations, etc.) with attribution that defines orientation, and 4) areas where special conditions or attributes apply to material types. The products resulting from this effort will be a series of digital feature classes archived as an ArcGIS geodatabase. Each feature class will be developed in accordance with established GRANIT spatial data development standards as defined in the GRANIT User's Guide. All digital feature classes shall be edge matched at the common boundaries between the quadrangles so that a seamless coverage can be created for the entire area of the adjoining quadrangles.

A map of the Plymouth Quadrangle shall be prepared on a base 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 Contractor shall make the map available to the State

Geologist for scientific review prior to the September 14, 2013 contract completion date. The Contractor shall submit final, scale stable, reproducible copies, consistent with USGS open-file release standards as colored-out and uncolored copies (at least one copy of each) for the Plymouth Quadrangle to the State Geologist to complete the contract.

The contractor shall adhere to the specifications outlined by the 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.

The milestone schedule to complete the work described above shall be as follows (renegotiable at the discretion of the State Geologist):

Schedule:

<u>Surficial Mapping Activity</u>	<u>Working Days from Approval by Governor & Council</u>
1) Field Work	200 days
2) Preparation of manuscript map	220 days
3) Scientific review of manuscript map	240 days
4) Compilation of materials for open file publication	250 days

<u>Data Automation Activity</u>	<u>Working Days from Approval by Governor & Council</u>
1) Digitizing of point, arc and polygon features into feature classes	200 days
2) Edge matching of feature classes	220 days
3) Archiving data as an ArcGIS geodatabase	250 days

EXHIBIT B

Contract Price and Method of Payment

The total contract price shall be \$24,926. Of this amount, \$21,450 will be charged for mapping the Plymouth Quadrangle as described in (A) above, and billed as the percentage of work is completed. The balance of \$3,476 will be charged for automating the Plymouth and Bristol map data as described in (B) above, to be billed as the percentage of work is completed. Detailed invoices will be required for all payments.

EXHIBIT C

Special Provisions

Section 14.1.1 shall be modified from \$2,000,000 per occurrence to \$1,000,000 per occurrence and \$2,000,000 on general aggregate.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EMERY & GARRETT GROUNDWATER, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 3, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of September, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Corporate Resolution

I, Peter Garrett hereby certify that I am duly elected Clerk/Secretary of Emery & Garrett Groundwater, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/Shareholders, duly called and held on September 10, 2012, at which a quorum of the Directors/Shareholders were present and voting.

VOTED: That James Emery is duly authorized to enter a contract on behalf of Emery & Garrett Groundwater, Inc. with the New Hampshire Department of Environmental Services and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of his vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 10, 2012. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the corporation to the specific contact indicated.

DATED: 9/10/2012

ATTEST: Peter Garrett
Peter Garrett
Secretary

CERTIFICATE OF LIABILITY INSURANCE

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 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 USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100	FAX (A/C, No): 610.362.8982	
	E-MAIL ADDRESS:		
INSURED Emery & Garrett Groundwater, Inc.; Emery & Garrett Groundwater Construction, Inc. NH Meredith Properties, LLC P.O. Box 1578, Meredith, NH 03253	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Chartis Specialty Insurance Com		26883
	INSURER B: Hanover Insurance Company		22292
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY			3778968	12/31/2011	12/31/2012	EACH OCCURRENCE	\$1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$25,000				
	<input checked="" type="checkbox"/> BI/PD Ded: \$2,500						PERSONAL & ADV INJURY	\$1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000				
							PRODUCTS - COMP/OP AGG	\$2,000,000				
								\$				
B	AUTOMOBILE LIABILITY			ADV232953701	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000				
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$				
								PROPERTY DAMAGE (Per accident)	\$			
								\$				
A	UMBRELLA LIAB			PROU3778969	12/31/2011	12/31/2012	EACH OCCURRENCE	\$2,000,000				
	EXCESS LIAB						AGGREGATE	\$2,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDV243789704	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N				<input type="checkbox"/> N/A	E.L. EACH ACCIDENT	\$1,000,000			
								E.L. DISEASE - EA EMPLOYEE	\$1,000,000			
								E.L. DISEASE - POLICY LIMIT	\$1,000,000			
A	Poll/Prof Liab			3778968	12/31/2011	12/31/2012	\$1,000,000/Ded. \$10,000					
B	Leased/Rented Eqp			RHV668036911	12/31/2011	12/31/2012	\$25,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Proprietors/Partners/Executive Officers/Members Excluded: James Emery
Re: Surficial Geologic Mapping for the Plymouth Quadrangle, New Hampshire.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Dept of Environmental Services
 29 Hazen Drive, PO Box 95
 Concord, NH 03302-0095

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

E. Arnold Jones

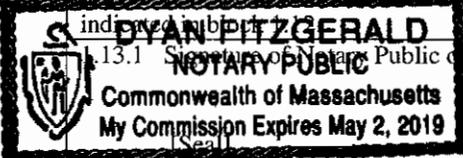
Subject: Geologic Mapping FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>New Hampshire Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095</u>	
1.3 Contractor Name <u>Carol T. Hildreth</u>		1.4 Contractor Address <u>135 Washington Street, Holliston, Massachusetts 01746</u>	
1.5 Contractor Phone Number <u>508-429-5085</u>	1.6 Account Number <u>03-44-44-44010-3852</u>	1.7 Completion Date <u>September 14, 2013</u>	1.8 Price Limitation <u>\$21,450.00</u>
1.9 Contracting Officer for State Agency <u>Frederick Chormann, Jr., State Geologist</u>		1.10 State Agency Telephone Number <u>603-271-1975</u>	
1.11 Contractor Signature <u>Carol T. Hildreth</u>		1.12 Name and Title of Contractor Signatory <u>Carol T. Hildreth, CEO</u>	
1.13 Acknowledgement: State of <u>mass</u> , County of <u>Middlesex</u> On <u>9/14/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
		1.13.1 Signature of Notary Public or Justice of the Peace <u>Bryan Fitzgerald</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Dyan Fitzgerald</u>			
1.14 State Agency Signature <u>Thomas S. Burack</u>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>10-3-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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.

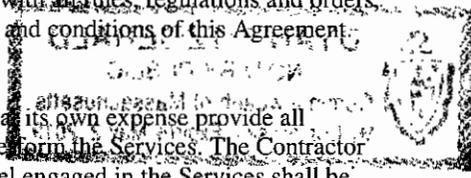
4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 CAH
Date 9/18/12

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, 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 the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials CJM
Date 9/19/12

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Requested Action #1
Carol T. Hildreth

EXHIBIT A

Scope of Services

**SURFICIAL GEOLOGIC MAPPING OF THE WATERVILLE VALLEY 7.5-MINUTE
QUADRANGLE, NEW HAMPSHIRE**

Scope of work:

Surficial mapping of the Waterville Valley 7.5-minute (1:24,000-scale) Quadrangle will include delineation of all surficial materials following the patterns, symbols, and cartography of United States Geological Survey (USGS)-published quadrangles of Nashua North, Kingston, and Rochester, New Hampshire, and previously submitted maps funded by the cooperative STATEMAP program. This includes delineating the till, glaciofluvial deposits, glaciolacustrine deposits, freshwater wetlands, bedrock exposures, shallow bedrock, alluvium, and other materials particular to the area. Symbols should conform to the Federal Geographic Data Committee digital cartographic standards of August 2006. The map shall also include pertinent scientific observations and annotations related to the glacial history of the map area as well as an overlay of four categories of material textures (gravel, mixed sand and gravel, sand with minor silt, and silt and clay with minor sand). The Contractor will incorporate existing geological information, and subsurface information provided by the NH Geological Survey (NHGS), a bureau of the NH Department of Environmental Services (DES), to support their geological interpretations and map products. All map units within the Waterville Valley Quadrangle must be reconciled with the concurrently mapped surficial geology of the Plymouth Quadrangle (mapping performed by Emery and Garrett Groundwater, Inc.) to the southwest so that a seamless coverage can be created for the entire area of the adjoining quadrangles. High-quality photographs of significant geologic features will be provided to NHGS, either as digital image files or minimum 4" x 6" color prints, and accompanied by descriptive captions and cross-referenced to actual localities indicated on the map. The Contractor will also provide a concise narrative description of the glacial history of the quadrangle contained in an electronic document that is at least one page in length. Completed maps will be submitted to the NHGS. Upon completion of the maps, the Contractor will consult with the NHGS during the automation of the data into a series of digital data layers archived in an ArcGIS geodatabase.

Maps of the Waterville Valley Quadrangle shall be prepared on a base 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 Contractor shall make these maps available to the State Geologist for scientific review prior to the September 14, 2013 contract completion date. The Contractor shall submit final, scale stable, reproducible copies, consistent with USGS open-file release standards as colored-out and uncolored copies (at least one copy of each) for the Waterville Valley Quadrangle to the State Geologist to complete the contract.

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.

The milestone schedule to complete the work described above shall be as follows (renegotiable at the discretion of the State Geologist):

Schedule:

<u>Surficial Mapping Activity</u>	<u>Working Days upon Approval by Governor & Council</u>
1) Field Work	200 days
2) Preparation of manuscript map	220 days
3) Scientific review of manuscript map	240 days
4) Compilation of materials for open file publication	250 days

EXHIBIT B

Contract Price and Method of Payment

The total contract price shall be \$21,450. This amount will be charged for mapping the Waterville Valley Quadrangle, and billed as the percentage of work is completed. Detailed invoices will be required for all payments.

EXHIBIT C

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.

Carol T. Hildreth
CTH Enterprizes
135 Washington Street
Holliston, MA 01746

Phone/Fax: 508-429-5085

e-mail: hildrethcr@comcast.net

RESUME

December 2008

Carol T. Hildreth is a Geologist; born 6-5-43 as Carol I. Temple in Whitinsville, Massachusetts; graduated from Concord-Carlisle, Mass., High School in 1961; received a BA *cum laude* in Geology from Boston University in 1965; and an MA in Geology from Boston University in 1967. She was a Graduate Teaching Assistant/Fellow 1965-66.

She was a Science Technician at Kennecott Copper Corporation in Lexington, MA, during the summer of 1966, mostly making crystal structure models; a Graduate Teaching Fellow 1966-67; and a U.S. Geological Survey Geologist and Geologic Editor (mostly as Intermittent Employee)1966-83; Lecturer in Boston University Geology Dept. for a course in crystal structure models Feb-May 1969; Boston College Weston Observatory part-time Geologist 1977-78; Part-time Consulting Geologist primarily involved in Regional and Quadrangle Surficial Geologic Field Mapping, 1984-present.; Visiting Lecturer in Geology in the Framingham State College Geography Dept., 1988, 1999-present, teaching courses in Introductory Geology (entitled Conversations with the Earth), Physical Geology, and Environmental Geology; New Hampshire State Geologist's Office Field Geologist mapping Surficial Geology of Quadrangles, 1988-91.

She is New Hampshire Licensed Professional Geologist 501, a member of New Hampshire Geological Society, New Hampshire Council of Professional Geologists, Geological Society of Maine, Geological Society of America, Geological Society of Washington, American Geological Institute, Mount Washington Observatory, Harvard Museum of Natural History, and National Association of Geoscience Teachers.

Related activities include: Lake Winthrop, MA, Watershed Association (chair 1986-present); Massachusetts Congress of Lake and Pond Associations, Inc. [MACOLAP] Board of Directors (1987-present) and Executive Director/Editor of COLAP newsletter *Water Wisdom* (1990-2002); Massachusetts Water Watch Partnership Steering Committee Member (1990-present); Whittin Reservoir Property Owners Association Board Member (2006-present); Massachusetts Watershed Coalition Board of Directors Member (1993-97; 2004-present); Holliston Planning Board (Member, 1974-79; Chair, 1978); Married Richard W. Hildreth 1968; two children ages 32 and 27.

In addition, she is a part-time ski instructor (Professional Ski Instructor Alpine Level II) at Killington, Vermont (since 1993).

BIBLIOGRAPHY

Pessi, Fred, Jr., and Hildreth, C.T., 1972, Unconsolidated materials, Hartford North quadrangle, Connecticut: U.S. Geol. Survey Misc. Inv. Map I-784A, scale 1:24,000.

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Hildreth, C.T., and Keune, C. H., 1972, Location of well and test holes, Hartford North quadrangle, Connecticut: U.S. Geol. Survey Misc. Inv. Map I-784A, scale 1:24,000.

Potter, C.N., Hildreth, R.W., Brewer, Thomas, Hildreth, C.T., and DeWolf, Daniel, 1975, Town of Holliston, Massachusetts, wetlands and floodplain zoning map: Town of Holliston, Mass., Pub., scale 1:72,000 [based on air photos], 46 sheets.

Moench, R.H., and Hildreth, C.T., 1976, Geologic map of the Rumford quadrangle, Oxford and Franklin Counties, Maine: U.S. Geol. Survey Geol. Quad. Map GQ-1272, scale 1:62,500.

Hildreth, C.T. (compiler), 1979, Bouguer gravity map of Northeastern United States and Southeastern Canada, onshore and offshore--Regional Map Number 1. New England Seismotectonic Study: New York State Museum Map and Chart Series No. 32, scale 1:1,000,000.

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Hildreth, C.T., 1984, Reconnaissance surficial geologic maps of parts of the Ammonoosuc (87 sq. mi.), Blackwater (129 sq. mi.), and Souhegan (approx. 40 sq. mi.) River basins: U.S. Geol. Survey Water Resources Div. Unpub. Contract Rept., scale various (largest scale topographic map available for each area---1:62,500 to 1:24,000), 13 sheets [ref. S.W. Wandle, Jr., USGS-WRD Boston Office].

Hildreth, C.T., 1985, Reconnaissance surficial geologic maps of parts of the Adamsville Brook basin (6 sq. mi.), and Wood and Nooseneck River and Buck Horn Brook basins (17.7 sq. mi.), Rhode Island; and Beards Brook (55.4 sq. mi.), Scott Brook (10 sq. mi.), Squannacook River (15.7 sq. mi.), and Smith River (about 50 sq. mi.) basins, New Hampshire: U.S. Geol. Survey Water Resources Div. Unpub. Contract Rept., scale various (largest scale topographic map available for each area---1:62,500 to 1:24,000), 14 sheets [ref. A.D. Randall, USGS-WRD Albany, N.Y. Office.]

Hildreth, C.T., 1985, Reconnaissance surficial geologic map of part of the Souhegan River basin in the Ashburnham quadrangle, Massachusetts: Private Unpub. Contract Rept., based on one day's fieldwork, scale 1:24,000 [ref. A.D. Randall, Albany, N.Y.].

Hildreth, C.T., 1988, Surficial geologic map of the Greenville quadrangle, Hillsboro County, New Hampshire: New Hampshire Dept. Resources and Econ. Dev. Map Open-file map, scale 1:24,000.

Hildreth, C.T., 1988, Surficial geologic map of the New Hampshire part of the Ashby quadrangle, Massachusetts and New Hampshire: New Hampshire Dept. Resources and Econ. Dev. Map Open-file map, scale 1:24,000.

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Hildreth, C.T., 1990, Surficial geologic map of the Biddeford 7.5' quadrangle, York County, Maine: Maine Geol. Survey Open-file No. 909-36, 6 p., and 2 maps, scale 1:24,000.

Hildreth, C.T., 1990, Surficial geologic map of the Biddeford Pool 7.5' quadrangle, York County, Maine: Maine Geol. Survey Open-file No. 909-37, 10 p., and 2 maps, scale 1:24,000.

Hildreth, C.T., 1991, Surficial geologic map of the Peterborough South quadrangle, New Hampshire: New Hampshire Dept. Resources and Econ. Dev. Map Open-file map, scale 1:24,000.

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Hildreth, C.T., and Moore, R.B., 1996, Late Wisconsinan deglaciation styles of parts of the Contocook, Souhegan, and Piscataquog drainage basins, New Hampshire--Friends of the Pleistocene 56th Ann. Reunion Guidebook, Concord, N.H., May 21-23, 1993: U.S. Geol. Survey Open-file Rept. 95-307, 63 p.

Hildreth, C.T., 1996, Surficial geologic map of the Mount Monadnock quadrangle, New Hampshire: New Hampshire Dept. Resources and Econ. Dev. Map Open-file map, scale 1:24,000. [The East half of the Mount Monadnock 7.5'x15' quadrangle--scale 1:25,000].

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