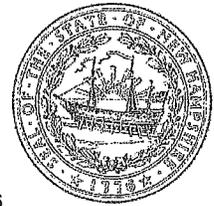




The State of New Hampshire
Department of Environmental Services



75

March 25, 2026

Robert R. Scott, Commissioner

January 27, 2026

Her Excellency, Governor Kelly A. Ayotte
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 \$ 60,933.00 for surficial and bedrock geologic mapping services effective upon Governor and Council approval through July 9, 2027. 100% Federal funds.

<u>Vendor Name</u>	<u>Location</u>	<u>Vendor #</u>	<u>Contract Amount</u>
David R. Converse	Estes Park, CO	333412-B001	\$ 33,803.00
J. Dykstra Eusden	South Paris, ME	160229-B001	\$ 27,130.00

Funding is available in the account as follows:

FY26

03-44-44-440010-3852-102-500731

\$ 60,933.00

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. Both contractors have previously produced high-quality maps that have been accepted by the USGS as deliverables for the STATEMAP program. Contractors mapping under STATEMAP 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. Both contractors have demonstrated specialized skillsets and capabilities to perform geologic mapping in New England, and are genuinely dedicated to the field of geology and the practice of geologic mapping in New Hampshire.

This STATEMAP program is designed to create or update geologic maps in areas of the state where there is a critical need for geologic information. Geologic 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

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

mapping program contributes to knowledge 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, state universities, industry, and the general public. GRAC selects mapping projects and priorities based on requirements for geologic map information in areas of multiple issue need, areas of compelling single issue need, and areas where geologic mapping is required to solve earth science problems of critical interest to the state.

A study commissioned by the American Geosciences Institute to evaluate the costs and benefits of geologic mapping in the United States from 1994 to 2019, and published in 2025, found that the average cost of production of a detailed 1:24,000-scale to 1:100,000-scale geologic map ranges from approximately \$42,000 to \$123,000, and these values were verified by actual costs reported by the USGS. Thus, the value that New Hampshire has placed on funding production of geologic maps remains at the low end of this national range and is consistent with the low end of standard market rates for geoscientists in the United States, relative to the caliber and technical expertise of the individuals who are required to accurately conduct geologic mapping. In addition, contract mappers assume all costs for transportation (to and from field sites), meals, lodging and any required ArcGIS licenses as part of this contract price.

These contracts fund the field-based bedrock mapping of the northern half of the 1:24,000-scale Lancaster quadrangle (Eusden) and production of a 1:100,000-scale bedrock map for the Pittsburg-Clarksville area, as approved for submittal to the USGS STATEMAP program by GRAC on October 1, 2024 for funding. Funds to support attendant geochronologic and petrographic analyses to refine the character of the rock types for bedrock map unit delineation are included in the contracts.

The contracts have been approved by the Department of Justice as to form, substance, and execution. In the event that 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 Unit and Class 03-44-44-440010-3852-102	1.7 Completion Date 7/9/2027	1.8 Price Limitation \$33,803
1.9 Contracting Officer for State Agency Shane Csiki, State Geologist and Director		1.10 State Agency Telephone Number (603) 271-1975	
1.11 Contractor Signature  Date: 1/4/2026		1.12 Name and Title of Contractor Signatory David R. Converse, Professional Geologist	
1.13 State Agency Signature  Date: 1/29/26		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/10/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

**EXHIBIT A
SPECIAL TERMS AND CONDITIONS**

David R. Converse, PhD

Work must be completed by the completion date listed on the grant agreement (Section 1.7).

A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A of the Form P-37, that he or she is a sole proprietor of the business.

I, David R. Converse, am doing business under my own name. As such, I am not a corporation, partnership, or limited liability company, etc.

A certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).

David R. Converse represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 of the P-37.

All communications regarding any issue, including administrative and technical that pertains to this contract shall be between the Contractor and the State Geologist, who serves as the State Contracting Officer for the contract. The Contractor may freely communicate with any staff member of the New Hampshire Geological Survey (NHGS) with regard to the technical components of the scope of work undertaken through this contract, provided that the State Geologist is included on all written communications, including e-mail. In communication with one or more members of NHGS staff, the Contractor may communicate using either one of two methods:

- (1) Send an e-mail directly to the NHGS staff member, with the NHGS Geologic Mapping shared e-mail address cc'd
- (2) Send an e-mail to the NHGS Geologic Mapping shared e-mail address directly, while identifying the staff member who your e-mail is addressed to in the communications

All questions regarding contract administrative concerns, including scope of work modifications, activities, deliverables, timeline, or that relate to questions or the seeking of exceptions to standard map formats shall be addressed to the State Geologist directly via e-mail to the NHGS Geologic Mapping shared e-mail address.

Additional or modifying provisions to the enumerated headings in the form P-37 are provided below.

Contractor Initials DLc
Date 1/4/20

EXHIBIT B
SCOPE OF WORK

The Contractor will perform the following tasks:

- I. **Field Data Collection in 1:24,000-Scale Quadrangles in the Pittsburg-Clarksville Area**
 - A. Conduct targeted field data collection in the New Hampshire portion of the Moose Bog and Rump Mountain Quadrangles sufficient to allow correct, interpreted delineation of bedrock geologic map units in the area, in electronic point and line format, sufficient to allow refinement of the bedrock geology mapped in previous 1:62,500-scale mapping within these quadrangles
 - B. Conduct site-specific targeted field data collection in the New Hampshire portion of the Cowen Hill, Greeley Brook, Lake Francis, Metallak Mountain, Pittsburg, Prospect Hill, and Second Connecticut Lake Quadrangles sufficient to allow correct, interpreted delineation of bedrock geologic map units in the area, in electronic point and line format, sufficient to allow technical refinements of the bedrock geology mapped in previous 1:24,000-scale mapping within these quadrangles, based upon feedback that has been received through collaborative field reviews of these quadrangles
 - C. Collect data on the mineralogy, texture, lithology, contacts between lithologic units, faults, joints, and other discontinuities with attention to such structures that may be water-bearing, bedding, foliations, and fold hinges at bedrock outcrops and exposures that may be practicably accessed at those locations targeted for specific mapping as specified in (A) and (B) above
 - D. Collect high-quality photographs of major geologic features, which shall be provided to NHGS as raw digital image files, separate from inclusion in a Word or PDF document
 - E. The Contractor will need to obtain permission from landowners before entering private property. Such permission may be obtained in writing or verbally by speaking with landowners prior to property access.
 1. Provide NHGS with a copy of all logs indicating dates and times of contact with landowners
 2. NHGS will provide documentation in the form of a letter from the State Geologist explaining the purpose of the mapping and reason for requesting access to private property

- II. **Laboratory Analyses, Thin Sections, and Petrography**
 - A. Funds are included in this contract to refine the chronologic and geochemical nature of units under study. Sample selection will be the responsibility of the Contractor, while the number and nature of the analyses performed will not exceed the sample number and dollar value allotted and stipulated in Section II(B) and in Exhibit C.
 - B. Laboratory analyses—may include quantities up to, but that do not exceed the quantities specified as follows:
 - a. Crystallization ages –2 samples
 - b. Detrital zircon analyses –2 samples
 - c. Geochemical analyses – 30 samples
 - C. Samples collected for analyses may be sited at any location within the nine (9) 1:24,000-scale quadrangles listed in Section I(A) and Section I(B).
 - D. The Contractor shall provide to NHGS the data output and relevant interpretations from the above-mentioned laboratory analyses. Original copies of laboratory reports and digital files shall constitute part of the submitted deliverables upon completion of the contract.

Contractor Initials DRC
Date 1/4/16

III. Collaborative Peer Review Conferences

- A. Contractor shall be available for a one-day long field conference for the Pittsburg-Clarksville map area, with emphasis given to the Moose Bog and Rump Mountain Quadrangles. Scheduling of the one-day field review conference will be the responsibility of the State Geologist and will be attended by NHGS staff and geologic community peers.
- B. Contractor shall participate in a Microsoft Teams-based review of the produced map and will work to incorporate comments received from this review into a revised final map product, utilizing NHGS' collaborative peer review process for geologic maps that has been developed, and attended by geologic community peers.
 - 1. Teams review meeting will be scheduled and coordinated by the State Geologist, and be held no later than February 26, 2027
 - 2. Map edits that arise from the collaborative peer review process will be finalized and submitted directly to the State Geologist no later than May 14, 2027
 - 3. State Geologist will perform final map review and provide any remaining comments to the Contractor to address prior to the contract completion date of July 9, 2027

IV. Compilation and Production of 1:100,000-Scale Geologic Map for Pittsburg-Clarksville Area

Use the data collected and processed from targeted field mapping at the 1:24,000-scale of the New Hampshire portion of the Moose Bog and Rump Mountain Quadrangles, and previous mapping of the Cowen Hill, Greeley Brook, Lake Francis, Metallak Mountain, Pittsburg, Prospect Hill, and Second Connecticut Lake Quadrangles at the 1:24,000-scale to produce a 1:100,000-scale geologic map of this defined map area that incorporates the following elements:

- A. NHGS shall provide a staff geologist to provide technical assistance in the final map cartography and digitization of the final 1:100,000-scale bedrock geologic map required under this Scope of Work, and to assist in ensuring that the final map GIS files are in the USGS Geologic Map Schema (GeMS) format
- B. Map formatted utilizing a template that has been created by NHGS for a 1:100,000-scale map of the Keene surficial geologic map, with appropriate adjustments made to account for the bedrock nature of the map to be produced under this work scope, with basemap content equivalent to the NHGS template.
- C. Any additions, deviations or edits to the elements, format and layout of the 1:100,000-scale Keene surficial geologic map, which shall serve as the base template for this work scope, shall be approved by the State Geologist prior to implementation
- D. The 1:100,000-scale Pittsburg-Clarksville area geologic map produced under this work scope shall depict the bedrock geology and geologic information for areas solely within New Hampshire, and shall not extend beyond the boundaries of the quadrangles. Exceptions to this may be made by the State Geologist, in consultation with the Contractor.
- E. Delineation of all bedrock units following the patterns, symbols and cartography of the United States Geological Survey
- F. Symbols shall conform to the most current Federal Geographic Data Committee digital cartographic standards
- G. Incorporation of existing geologic information, and subsurface information provided by NHGS, to support geological interpretations and map products
- H. A Description of Map Units, containing the information needed to identify and distinguish each map unit, including how it can be recognized, whether it changes

Contractor Initials *DPC*

Date *11/7/26*

through the area, written in telegraphic style rather than complete sentences, and which does not include significant amounts of geologic interpretation

- I. Geographic names noted in any Description of Map Units description needs to appear on the map or in an index map
- J. A minimum one-page Companion Document, using a template provided to the Contractor by NHGS, which provides a narrative description of the bedrock geology of the 1:100,000-scale map area including interpretations regarding map unit deposition as well as the timing and style of deformation
- K. Scale and contour interval
- L. North arrow and magnetic declination
- M. Title, provided both at the top of the map, in bold title caps, with no year, and in the map credits box with publication date year
- N. Authorship and publisher
- O. Quadrangle index map with the constituent 1:24,000-scale quadrangles depicted that are overlaid on the state boundaries of Maine, New Hampshire and Vermont, as depicted on the 1:100,000-scale Keene surficial geologic map, with quadrangle map names in title caps, and author names and years of publication included, using the style shown on the 1:100,000-scale Keene surficial geologic map.
- P. Quadrangle location map which will consist of an outline of the States of Maine, New Hampshire, and Vermont, with the area covered by the 1:100,000-scale map in this work scope noted by a solid red symbol for the map
- Q. Field data or field data stations
- R. Explanation of map symbols
- S. Unit symbols on map
- T. Acknowledgement statements, with text provided to the Contractor by the State Geologist
- U. Inclusion of one geologic cross-section depicting the rocks at the surface and interpretive projections of map units above and below ground will be optional. The feasibility that would result by including a cross-section will be discussed with the State Geologist during the compilation process. If a cross-section is included, it shall have colorization, labeling and symbology to match the geologic map, and with the line of the cross-section shown on the map frame, and where the extent of such cross-section is limited specifically to the 1:100,000-scale geologic map area and that does not extend beyond the boundaries of the 1:100,000-scale map area.
- V. Contractor shall submit the final open-file version of the map, in PDF electronic format, to the State Geologist by October 30, 2026.

V. Information Necessary to Support Geologic Mapping Schema (GeMS) Geologic Map Compliance

To ensure the seamless transition to GeMS by NHGS staff, the Contractor must conduct their mapping and submittal of data to NHGS in a manner that achieves the following:

- A. Map both unit polygons representing map unit polygons representing map units and coincident polylines representing contacts
- B. Per map unit, submit an identify confidence level that conveys confidence in the map unit's identity
- C. Submit three confidence levels for each geologic contact: location confidence (in meters), existence confidence, and identity confidence

Contractor Initials DRC
Date 1/4/20

SCHEDULE

Contract completion date is July 9, 2027, as listed on the contract agreement (Section 1.7).

Task	Task Timeline
Task 1 – Field data collection in the Moose Bog and Rump Mountain 1:24,000-scale Quadrangles	Initiate task upon Governor and Executive Council approval through August 31, 2026.
Task 2 – One-day field-based collaborative peer review of the Pittsburg-Clarksville map compilation area, with emphasis on the Moose Bog and Rump Mountain Quadrangles	On or before June 30, 2026
Task 3 – Compilation and production of 1:100,000-scale bedrock geologic map for Pittsburg-Clarksville area	By October 30, 2026
Task 4 – Teams-based review meeting	On or before February 26, 2027
Task 5 – Final edits to map post- Teams-based review meeting	On or before May 14, 2027
Task 6 – Crystallization, detrital zircon and geochemical analyses	On or before May 14, 2027
Task 7 – Final map submitted to the State Geologist	By July 9, 2027

Contractor Initials *DRC*
Date *11/26*

**EXHIBIT C
METHOD OF PAYMENT**

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. The value of this contract shall not exceed \$33,803.

The Contractor will submit invoices to the Department on a regular basis throughout the duration of the contract. Invoicing schedule shall proceed per completion of milestones as follows:

1. Upon approval of the contract by Governor and Executive Council	\$4,538
2. Upon completion of Task 1	\$8,465
3. Upon completion of Task 2	\$2,990
4. Upon completion of Task 3	\$5,975
5. Upon completion of Task 4	\$1,245
6. Upon completion of Task 5	\$1,245
7. Upon completion of Task 6	\$8,100
8. Upon completion of Task 7	\$1,245

When the Contractor submits the invoice for the completion of Task 6, the Contractor shall include a separate line that shows the total number of analyses analyzed as stipulated in Exhibit B, II(B). The maximum amount paid per each analysis type is as follows, with the quantity of analyses allowed not to exceed, for each analysis type, the maximum quantity specified in Exhibit B, II(B):

Crystallization ages	\$2,080
Detrital zircon analysis	\$3,590
Geochemical analyses	\$2,430

Changes to the Scope of Work require NHDES approval in advance. All work must be completed and invoices must be submitted to NHDES by the completion of date of July 9, 2027, as listed on Section 1.7 of the agreement.

Invoices shall be approved by the State Geologist before payment is processed.

Contractor Initials DB
Date 7/4/26

**State of New Hampshire
Independent Contractor Certification Form**

Describe the services that the individual will perform for your agency.

The individual will collect field data in the Moose Bog and Rump Mountain Quadrangles in the Pittsburg-Clarksville area, and combine it with previous data to produce a 1:100,000-scale bedrock geologic map of the area.

1. Does the agency have State employees that perform the same or similar services? Yes No
 - a. List the position titles Environmental Scientist 5
 - b. List the position numbers 43497

2. Will the Agency exercise authority over the means by which the service is rendered by:
 - a. Setting work hours Yes No
 - b. Setting the work location or providing work space Yes No
 - c. Training the individual in how the services must be performed Yes No
 - d. Supervising how services are rendered Yes No
 - e. Providing tools, materials or office supplies to perform the services Yes No
 - f. Requiring periodic reports on the individual's services Yes No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants Yes No

3. Will the individual perform the services exclusively for the agency? Yes No

4. Does the individual offer these services for individuals or entities other than the State? Yes No

5. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes No

6. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes No

7. Will the Agency have the right to terminate the relationship at any time? Yes No

8. Can the individual terminate the relationship at any time without liability? Yes No

9. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes No
 Please Identify Professional Geologic Mapping services

10. As a matter of economic reality is the individual dependent on the State for work? Yes No

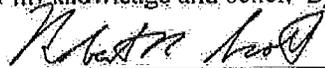
11. What is the individual's name? David R. Converse

12. Have they previously been employed by the State? Yes No
 If so, what was the latest year of service? _____

13. What agency did they last work for? _____

14. What was the title of the last position they held with the State? _____

I have reviewed the certification form and the facts and circumstances relevant to the certification and attest it is true to the best of my knowledge and belief. By signing this form, I certify that the individual being hired meets the independent contractor test.



 Commissioner or Director

2/23/26

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C No. Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biberk.com	FAX (A/C No): 203-654-3613
	INSURER(S) AFFORDING COVERAGE	
INSURED David Converse 2119 Mcgraw Ranch Road Estes Park, CO 80517	INSURER A: Berkshire Hathaway Direct Insurance Company	NAIC # 10391
	INSURER B:	
	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 SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	N9BP988227	12/09/2025	12/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		N9UM995010	12/09/2025	12/09/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions): Claims-Made		N9PL380418	12/09/2025	12/09/2026	Per Occurrence/ Aggregate \$ 1,000,000/ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hired Auto coverage is included in the general liability policy limits. New Hampshire Department of Environmental Services is listed as additional insured as it pertains to general liability.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Services Attn: Shane Csiki 29 Hazen Dr. Concord, NH 03302	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 <i>[Signature]</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

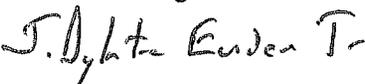
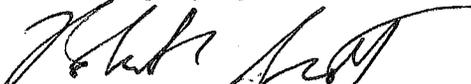
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 J. Dykstra Eusden, Jr.		1.4 Contractor Address 597 East Oxford Road South Paris, ME 04281	
1.5 Contractor Phone Number (207) 240-9150	1.6 Account Unit and Class 03-44-44-440010-3852-102	1.7 Completion Date 7/9/2027	1.8 Price Limitation \$27,130
1.9 Contracting Officer for State Agency Shane Csiki, State Geologist and Director		1.10 State Agency Telephone Number (603) 271-1975	
1.11 Contractor Signature  Date: 1/15/26		1.12 Name and Title of Contractor Signatory J. Dykstra Eusden, Jr., Professional Geologist	
1.13 State Agency Signature  Date: 1/29/26		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/10/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

Contractor Initials JAE
Date 1/15/26

**EXHIBIT A
SPECIAL TERMS AND CONDITIONS**

J. Dykstra Eusden, Jr., PhD

Work must be completed by the completion date listed on the grant agreement (Section 1.7).

A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit A of the Form P-37, that he or she is a sole proprietor of the business.

I, J. Dykstra Eusden, am doing business under my own name. As such, I am not a corporation, partnership, or limited liability company, etc.

A certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).

J. Dykstra Eusden represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 of the P-37.

All communications regarding any issue, including administrative and technical that pertains to this contract shall be between the Contractor and the State Geologist, who serves as the State Contracting Officer for the contract. The Contractor may freely communicate with any staff member of the New Hampshire Geological Survey (NHGS) with regard to the technical components of the scope of work undertaken through this contract, provided that the State Geologist is included on all written communications, including e-mail. In communication with one or more members of NHGS staff, the Contractor may communicate using either one of two methods:

- (1) Send an e-mail directly to the NHGS staff member, with the NHGS Geologic Mapping shared e-mail address cc'd
- (2) Send an e-mail to the NHGS Geologic Mapping shared e-mail address directly, while identifying the staff member who your e-mail is addressed to in the communications

All questions regarding contract administrative concerns, including scope of work modifications, activities, deliverables, timeline, or that relate to questions or the seeking of exceptions to standard map formats shall be addressed to the State Geologist directly via e-mail to the NHGS Geologic Mapping shared e-mail address.

Additional or modifying provisions to the enumerated headings in the form P-37 are provided below.

Contractor Initials JDE
Date 1/15/26

EXHIBIT B
SCOPE OF WORK

The Contractor will perform the following tasks:

- I. **Field Data Collection in the Lancaster Quadrangle (North Half)**
 - A. Conduct field data collection in the north half of the Lancaster quadrangle sufficient for delineation of bedrock geologic map units using points, lines and polygons in full coverage of the map area, in either electronic or paper format following nomenclatural guidelines documented in the North American Stratigraphic Code (2021)
 - B. The mapper(s) bear(s) ultimate responsibility over the expression of the data on the final map plate in accordance with geological standards. Without consideration of the final map in mind during field work, both mapper and compiler might be at a loss that cannot be attained during the map compilation phase when fieldwork is not possible.
 - C. Collect data on the mineralogy, texture, lithology, contacts between lithologic units, faults, joints, and other discontinuities with attention to such structures that may be water-bearing, bedding, foliations, and fold hinges at all bedrock outcrops and exposures that may be practicably accessed
 - D. Collect high-quality photographs of major geologic features, which shall be provided to NHGS as raw digital image files, separate from inclusion in a Word or PDF document
 - E. NHGS will support a field assistant to the Contractor for direct assistance with the mapping work
 1. The field assistant will perform mapping assistance under a separate contract managed by NHGS
 2. NHGS staff reserve the right to accompany the Contractor in field mapping activities where such accompaniment will mutually benefit both NHGS and the Contractor
 - F. The Contractor will need to obtain permission from landowners before entering private property. Such permission may be obtained in writing or verbally by speaking with landowners prior to property access.
 1. Provide NHGS with a copy of all logs indicating dates and times of contact with landowners
 2. NHGS will provide documentation in the form of a letter from the State Geologist explaining the purpose of the mapping and reason for requesting access to private property
- II. **Laboratory Analyses, Thin Sections, and Petrography**
 - A. Funds are included in this contract to refine the chronologic nature of units under study. Sample selection will be the responsibility of the Contractor, while the number and nature of the analyses performed will not exceed the sample number and dollar value allotted and stipulated in Section II(B) and in Exhibit C.
 - B. Laboratory analyses—may include quantities up to, but that do not exceed the quantities specified as follows:
 - a. Crystallization ages—2 samples
 - b. Detrital zircon analyses—2 samples
 - C. The Contractor shall provide to NHGS the data output and relevant interpretations from the above-mentioned laboratory analyses. Original copies of laboratory reports and digital files shall constitute part of the submitted deliverables upon completion of the contract.
- III. **Collaborative Peer Review Conferences**

Contractor Initials JDE
Date 1/15/26

- A. Contractor shall be available for a one-day long field conference for the north half of the Lancaster quadrangle. Scheduling of the one-day field review conference will be the responsibility of the State Geologist and will be attended by NHGS staff and geologic community peers.
- B. Contractor shall participate in a Microsoft Teams-based review of the produced map and will work to incorporate comments received from this review into a revised final map product, utilizing NHGS' collaborative peer review process for geologic maps that has been developed, and attended by geologic community peers.
 1. Teams review meeting will be scheduled and coordinated by the State Geologist, and be held no later than February 26, 2027
 2. Map edits that arise from the collaborative peer review process will be finalized and submitted directly to the State Geologist no later than May 14, 2027
 3. State Geologist will perform final map review and provide any remaining comments to the Contractor to address prior to the contract completion date of July 9, 2027

IV. Compilation and Production of Geologic Map for Lancaster Quadrangle (North Half)

Use the data collected and processed from the north half of the Lancaster quadrangle to produce a 1:24,000-scale geologic map of the map area that incorporates the following elements:

- A. NHGS shall provide a staff geologist to provide technical assistance in the final map cartography and digitization of the final bedrock geologic map required under this Scope of Work, and to assist in ensuring that the final map GIS files are in the USGS Geologic Map Schema (GeMS) format
- B. Map formatted utilizing a template that has been created by NHGS for bedrock geologic maps, with content equivalent to that of the most recent USGS 7.5-minute series topographic map for the quadrangle area, and which represents this content without distortions in scale
- C. Delineation of all bedrock units following the patterns, symbols and cartography of the United States Geological Survey
- D. Symbols shall conform to the most current Federal Geographic Data Committee digital cartographic standards
- E. Incorporation of existing geologic information, and subsurface information provided by NHGS, to support geological interpretations and map products
- F. All mapped units in the Lancaster quadrangle are reconciled with the mapped bedrock geology of the adjacent Pliny Range West, Mount Washington West, and Bethlehem East/Twin Mountain quadrangles
- G. A Description of Map Units, containing descriptions and definitions so clearly that any subsequent investigator can recognize that unit unequivocally. Distinguishing features that characterize a unit may include any or several of the following: composition, texture, primary structures, structural attitudes, biologic remains, readily apparent mineral composition, geochemistry, geophysical properties (including magnetic signatures), geomorphic expression, unconformable or cross-cutting relations, and age. Although all distinguishing features pertinent to the unit category should be described sufficiently to characterize the unit, those not pertinent to the category (such as age and inferred genesis) should not be made part of the definition. (Article 9, North American Stratigraphic Code (2021).
- H. Geographic names noted in the Description of Map Units need to be clearly labeled on the map or in an index map
- I. A minimum one-page Companion Document, using a template provided to the Contractor by NHGS, which provides a narrative description of the bedrock geology of

Contractor Initials **JOE**
Date **1/15/26**

the quadrangle including interpretations regarding map unit deposition as well as the timing and style of deformation

- J. Scale and contour interval
- K. North arrow and magnetic declination
- L. Title, provided both at the top of the map, in bold title caps, with no year, and in the map credits box with publication date year
- M. Authorship and publisher
- N. Quadrangle index map with the central quadrangle boundary highlighted in red, with quadrangle map names in title caps
- O. Quadrangle location map which will consist of an outline of the State of New Hampshire, with the quadrangle location noted by a solid black symbol for the map
- P. Field data or field data stations
- Q. Explanation of map symbols
- R. Unit symbols (map unit abbreviations) on map
- S. Acknowledgement statement, with text provided to the Contractor by the State Geologist
- T. Minimum of one geologic cross-section depicting the rocks at the surface and interpretive projections of map units above and below ground will be placed on the map document, with colorization, labeling and symbology to match the geologic map, and with the line of the cross-section shown on the map frame, and where the extent of such cross-section is limited specifically to the Lancaster quadrangle and that does not extend beyond the boundaries of the Lancaster quadrangle
- U. Contractor shall submit the final open-file version of the map, in PDF electronic format, to the State Geologist by September 15, 2026.

V. Information Necessary to Support Geologic Mapping Schema (GeMS) Geologic Map Compliance

To ensure the seamless transition to GeMS by NHGS staff, the Contractor must conduct their mapping and submittal of data to NHGS in a manner that achieves the following:

- A. Map both unit polygons representing map unit polygons representing map units and coincident polylines representing contacts
- B. Per map unit, submit an identify confidence level that conveys confidence in the map unit's identity
- C. Submit three confidence levels for each geologic contact: location confidence (in meters), existence confidence, and identity confidence

Contractor Initials JOE
Date 7/15/26

SCHEDULE

Contract completion date is July 9, 2027, as listed on the contract agreement (Section 1.7).

Task	Task Timeline
Task 1 – Field data collection in the Lancaster quadrangle (north half)	Initiate task upon Governor and Executive Council approval through August 31, 2026.
Task 2 – One-day field-based collaborative peer review of the Lancaster quadrangle (north half)	On or before June 30, 2026
Task 3 – Compilation and production of 1:24,000-scale bedrock geologic map for Lancaster quadrangle (north half)	By September 15, 2026
Task 4 – Teams-based review meeting	On or before February 26, 2027
Task 5 – Final edits to map post- Teams-based review meeting	On or before May 14, 2027
Task 6 – Crystallization and detrital zircon analysis	On or before May 14, 2027
Task 7 – Final map submitted to the State Geologist	By July 9, 2027

Contractor Initials JOE
Date 1/15/26

**EXHIBIT C
METHOD OF PAYMENT**

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. The value of this contract shall not exceed \$27,130.

The Contractor will submit invoices to the Department on a regular basis throughout the duration of the contract. Invoicing schedule shall proceed per completion of milestones as follows:

1. Upon approval of the contract by Governor and Executive Council	\$3,940
2. Upon completion of Task 1	\$7,000
3. Upon completion of Task 2	\$2,500
4. Upon completion of Task 3	\$4,930
5. Upon completion of Task 4	\$1,030
6. Upon completion of Task 5	\$1,030
7. Upon completion of Task 6	\$5,670
8. Upon completion of Task 7	\$1,030

When the Contractor submits the invoice for the completion of Task 6, the Contractor shall include a separate line that shows the total number of analyses analyzed as stipulated in Exhibit B, II(B). The maximum amount paid per each analysis type is as follows, with the quantity of analyses allowed not to exceed, for each analysis type, the maximum quantity specified in Exhibit B, II(B):

Crystallization ages	\$2,080
Detrital Zircon analyses	\$3,590

Changes to the Scope of Work require NHDES approval in advance. All work must be completed and invoices must be submitted to NHDES by the completion of date of July 9, 2027, as listed on Section 1.7 of the agreement.

Invoices shall be approved by the State Geologist before payment is processed.

Contractor Initials JOE
Date 1/15/26

**State of New Hampshire
Independent Contractor Certification Form**

Describe the services that the individual will perform for your agency.

The individual will collect field data in the northern half of the Lancaster Quadrangle, to produce a 1:24,000-scale bedrock geologic map of the area.

1. Does the agency have State employees that perform the same or similar services? Yes No
 - a. List the position titles Environmental Scientist 5
 - b. List the position numbers 43497

2. Will the Agency exercise authority over the means by which the service is rendered by:
 - a. Setting work hours Yes No
 - b. Setting the work location or providing work space Yes No
 - c. Training the individual in how the services must be performed Yes No
 - d. Supervising how services are rendered Yes No
 - e. Providing tools, materials or office supplies to perform the services Yes No
 - f. Requiring periodic reports on the individual's services Yes No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants Yes No

3. Will the individual perform the services exclusively for the agency? Yes No

4. Does the individual offer these services for individuals or entities other than the State? Yes No

5. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes No

6. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes No

7. Will the Agency have the right to terminate the relationship at any time? Yes No

8. Can the individual terminate the relationship at any time without liability? Yes No

9. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes No
 Please Identify Professional Geologic Mapping services

10. As a matter of economic reality is the individual dependent on the State for work? Yes No

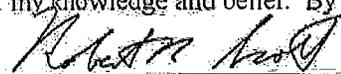
11. What is the individual's name? J. Dykstra Eusden, Jr.

12. Have they previously been employed by the State? Yes No
 If so, what was the latest year of service? _____

13. What agency did they last work for? _____

14. What was the title of the last position they held with the State? _____

I have reviewed the certification form and the facts and circumstances relevant to the certification and attest it is true to the best of my knowledge and belief. By signing this form, I certify that the individual being hired meets the independent contractor test.



 Commissioner or Director

2/23/26

 Date

