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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 13, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract# 8003220) with Northeast Earth Mechanics, LLC (VC #156610), Pittsfield, NH, for the supply and delivery of aggregates, by increasing the price limitation by \$307,959.82 from \$375,000.00 to an amount up to and not to exceed \$682,959.82, effective upon approval from the Governor and Executive Council through April 30, 2026. The original contract (Contract #8003220) was approved by the Commissioner of the Department of Administrative Services on May 17, 2023, and most recently amended with Governor and Executive Council approval on March 27, 2024, item #81.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This request is **Sole Source** because the requested increase to the price limitation is more than 10% of the original price limitation. Agency expenditures have exceeded the expected spending for this contract (Contract #8003220) than originally predicted. Contract usage reporting and business intelligence reports show an average monthly spend of \$16,208.41. Agency expenditures have now consumed 74% of the price limitation with nineteen (19) months remaining on the contract term.

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on May 17, 2023. It was subsequently amended by the Commissioner of the Department of Administrative Services on August 23, 2023, and most recently amended on March 27, 2024, item #81.

The requested price limitation increase of \$307,959.82, from \$375,000.00 in an amount up to and not to exceed \$682,959.82, is supported through spend analysis and business

intelligence contract spend reporting. Based on these forecasted numbers State Agencies would be allowed to continue vital road repair work without an interruption in service.

Contract financials	
Current price limitation	\$375,000.00
Current spend against contract	\$275,543.00
Current contract limitation balance	\$99,457.00
Requested price limitation increase	\$307,959.82
New requested Price limitation	\$682,959.82

Based on the foregoing, I am respectfully requesting approval of the **Sole Source** contract amendment with Northeast Earth Mechanics, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

Year	ACH Spend	P-Card Spend	Total Spend	Dates	Values	
					\$375,000.00	Price Limitation
2023	\$132,392.00	\$0.00	\$132,392.00	5/17/2023	\$16,208.41	Average Monthly Spend
2024	\$143,151.00	\$0.00	\$143,151.00	9/30/2024	\$275,543.00	Total spend
2025					\$99,457.00	Remaining Balance
2026					\$307,959.82	Suggested Increase
					\$682,959.82	Forecasted End of Term Spend
					\$682,959.82	New Price Limitation
<b>Totals</b>	<b>\$275,543.00</b>	<b>\$0.00</b>	<b>\$275,543.00</b>			



THIRD AMENDMENT TO THE CONTRACT BETWEEN  
NORTHEAST EARTH MECHANICS, LLC  
AND  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR AGGREGATES  
CONTRACT #8003220

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 14<sup>th</sup> day of October 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Northeast Earth Mechanics, LLC (hereinafter referred to as "the Contractor") for Aggregates.

WHEREAS, pursuant to an agreement effective May 17, 2023, and set to expire April 30, 2026, (hereinafter referred to as "the Agreement"), the Contractor agreed to supply Aggregates for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$682,959.82
2. Amend Exhibit C, 1. Contract Price: Change to the following:  
\$682,959.82
3. All other provisions of the Agreement, approved by the Commissioner of Administrative Services on May 17, 2023, on shall remain in full force and effect.

Contractor Initials: NEE

Date: 10/14/24

NORTHEAST EARTH MECHANICS, LLC

By: [Signature]  
James N. Locke II  
(Print Name)

Title: President

Date: October 14, 2024

STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 10-24-24

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Duncan A. Edgar  
(Print Name)

Title: Assistant Attorney General

Date: November 21, 2024

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

Signed: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

Contractor Initials

Date: 10/14/24

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST EARTH MECHANICS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 09, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136326

Certificate Number: 0006660903



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D., 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



NORTHEAST EARTH MECHANICS, LLC

159 Barnstead Road

Pittsfield, NH 03263

P. (603) 435-7989 F. (603) 435-7950

www.nearth.com

LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

I, Crystal L. Marston, certify that I am the Secretary of NorthEast Earth Mechanics, LLC, a Limited Liability Company organized under the laws of the State of New Hampshire, and that the resolution on this document is a correct copy of the resolution adopted at a duly convened meeting held on December 10, 2021 of all persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provide in the Limited Liability Company Agreement effective December 10, 2021. I also certify that said resolution has not been amended or revoked and is still in full force and effect.

RESOLVED that the President of this Limited Liability Company (LLC) is hereby authorized from time to time, in the name of the LLC to enter into contracts for work to be done with any entity(ies) he deems prudent and to execute and deliver any such agreements and instruments and any related documents in the name of and on behalf of this LLC. The authority given hereunder shall be deemed to be retroactive, and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

I further certify that the office referred to in the foregoing resolution is now held by the following person, show signature appears after his name:

President: James N. Locke, II

[Handwritten signature of James N. Locke, II]
Signature

Dated: 10/15/2024

[Handwritten signature of Crystal L. Marston]
Crystal L. Marston, Secretary

NorthEast Earth Mechanics, LLC
159 Barnstead Road
Pittsfield, NH 03263
(603) 435-7989



NORTEAR-01

KATHY1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2024

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).

<b>PRODUCER</b> The Davis Agency, LLC 24 Warren Street Concord, NH 03301	<b>CONTACT NAME:</b> Kathleen Pettit	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-8684	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> kathy@thedavisagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Acadia Insurance Company		<b>31325</b>
<b>INSURER B:</b> Underwriters at Lloyd's, London		
<b>INSURER C:</b> Axis Surplus Insurance Company		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** NorthEast Earth Mechanics, LLC  
159 Barnstead Road  
Pittsfield, NH 03263

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5198627-19	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5198635-19	4/23/2024	4/23/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5198837-19	4/23/2024	4/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Pers/Adv Injury \$ 10,000,000
A	<input checked="" type="checkbox"/> 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	WPA5198638-20	4/23/2024	4/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. Liability			ANE4316797.23	11/4/2023	11/4/2024	Each Claim 3,000,000
C	Pollution Liability			CP005608-02-2024	4/23/2024	4/23/2025	Each Occurrence 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*Workers Compensation 3A States: NH, MA, ME.  
 RE: Bid 2719-23 Aggregates.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	<b>CANCELLATION</b>  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 
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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keene  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 27, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract #8003220) with Northeast Earth Mechanics, LLC (VC#156610), Pittsfield NH, by increasing the price limitation by \$250,000.00 from \$125,000.00 to an amount up to and not to exceed \$375,000.00 for aggregates effective upon Governor and Executive Council approval through April 30, 2026. The original contract (Contract #8003220) was approved by the Commissioner of the Department of Administrative Services on May 17, 2023 and most recently amended with approval of the Commissioner of the Department of Administrative Services on August 23, 2023.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This request is **Sole Source** because agency usage is on track to exceed the current price limitation by a factor greater than 10%. The price limitation consumption was discovered during routine reporting conducted by the Bureau of Purchase and Property (BoPP).

As previously stated, this contract (Contract #8003220) was originally approved by the Commissioner of the Department of Administrative Services on May 17, 2023 it was then subsequently amended by the first amendment on August 23, 2023.

Upon approval this contract (Contract #8003220) amendment will allow agencies to purchase aggregate materials including sand/gravel, crushed stone, hardpack, etc. to support the States needs for maintaining roadways and other infrastructure. This requested increase to the price limitation is due to higher than typical agency usage resulting from unexpected weather-related damage. During routine reporting the Department of Administrative Services Bureau of Purchase and Property (BoPP), identified that the price limitation was approaching 50% with more than 4 years remaining in the contract term. Communication with both the Department of Transportation (NHDOT) and the Department of Natural and Cultural Resources (NHDNCR) identified a combined spend stemming from the unprecedented storm

damage was estimated to have been \$1,085,623.54 for FY23 and FY24. There is expected to be a significant need for aggregates during the 2024 construction season and beyond for the heaviest users of these contracts, and not all storm damaged

infrastructure has been repaired to date, as well and in being proactive with more storm occurrences likely moving forward.

The BoPP revised the spend forecast to project future expenditures against this contract (Contract #8003220) for the duration of the current term. It is the BoPP's intention to continue to closely monitor the utilization of this contract (Contract #8003220) to avoid any unforeseen spikes in purchase volume, which will include proactive agency collaboration.

Contract financials	
Current price limitation	\$125,000
For reference: actual spend-to-date	\$71,720
Add this amendment	\$250,000
Requested new price limitation	\$375,000

Based on the foregoing, I am respectfully recommending approval of the Sole Source contract amendment with Northeast Earth Mechanics, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN NORTHEAST EARTH MECHANICS, LLC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR AGGREGATES  
CONTRACT # 8003220**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 8th day of January, 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Northeast Earth Mechanics, LLC (hereinafter referred to as "the Contractor") for Aggregates.

WHEREAS, pursuant to an agreement effective May 17, 2023 set to expire April 30, 2026, amended by the first amendment on August 23, 2023 and this the second amendment (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain aggregate products for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
\$375,000.00
2. Amend Exhibit C Contract Price; Change to the following:  
\$375,000.00

Contract financials	
Current price limitation	\$125,000.00
Add this amendment	\$250,000.00
Requested new price limitation	\$375,000.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 17, 2023, effective May 17, 2023 and set to expire April 30, 2026, shall remain in full force and effect.

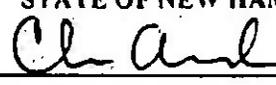
NORTHEAST EARTH MECHANICS, LLC,

By:   
James N. Locke II  
(Print Name)

Title: President

Date: 1/8/24

STATE OF NEW HAMPSHIRE

By:   
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 2/19/24

By: Duncan A. Edgar  
(Duncan A. Edgar, Esq.)

Title: Attorney  
Date: March 11, 2024

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

MAR 27 2024

Signed: [Signature]

**SECRETARY OF STATE**

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CLOUTIER SAND & GRAVEL COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 30, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175034

Certificate Number: 0006242060



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 5th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

I, Albert Cloutier, hereby certify that I am duly elected Clerk/Secretary/Officer. I hereby certify the following is a true copy of a vote *taken at* Cloutier Sand & Gravel Inc. a meeting of the Board of Directors/shareholders, duly called and held on June 6th, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Norman Cloutier, President duly authorized to enter into contracts or agreements on behalf of Cloutier Sand & Gravel Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 2/22/24

ATTEST

  
Vice President



**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN NORTHEAST EARTH MECHANICS, LLC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR AGGREGATES  
CONTRACT # 8003220**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 15<sup>th</sup> day of August, 2023 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Northeast Earth Mechanics, LLC (hereinafter referred to as "the Contractor") for Aggregates.

WHEREAS, pursuant to an agreement effective May 17, 2023 set to expire April 30, 2026, the Contractor agreed to provide certain aggregate products for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8     \$125,000.00
2. Amend Exhibit C Contract Price; Change to the following:  
\$125,000.00
3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 17, 2023, effective May 17, 2023 and set to expire April 30, 2026, shall remain in full force and effect.

NORTHEAST EARTH MECHANICS, LLC

By: \_\_\_\_\_

  
James N. Locke II  
(Print Name)

Title: \_\_\_\_\_

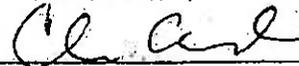
President

Date: \_\_\_\_\_

8/15/2023

STATE OF NEW HAMPSHIRE

By: \_\_\_\_\_



Charles M. Arlinghaus

(Print Name)

Title: \_\_\_\_\_

Commissioner,  
Department of Administrative Services

Date: \_\_\_\_\_

8-23-23

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST EARTH MECHANICS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 09, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136326

Certificate Number: 0006197591



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



NORTHEAST EARTH MECHANICS, LLC

159 Barnstead Road  
Pittsfield, NH 03263

P. (603) 435-7989 F. (603) 435-7990

www.neearth.com

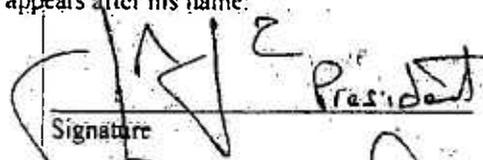
**LIMITED LIABILITY COMPANY  
AUTHORIZATION RESOLUTION**

I, Crystal L. Marston, certify that I am the Secretary of NorthEast Earth Mechanics, LLC, a Limited Liability Company organized under the laws of the State of New Hampshire, and that the resolution on this document is a correct copy of the resolution adopted at a duly convened meeting held on December 10, 2021 of all persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provide in the Limited Liability Company Agreement effective December 10, 2021. I also certify that said resolution has not been amended or revoked and is still in full force and effect.

RESOLVED that the President of this Limited Liability Company (LLC) is hereby authorized from time to time, in the name of the LLC to enter into contracts for work to be done with any entity(ies) he deems prudent and to execute and deliver any such agreements and instruments and any related documents in the name of and on behalf of this LLC. The authority given hereunder shall be deemed to be retroactive, and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

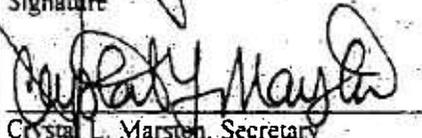
I further certify that the office referred to in the foregoing resolution is now held by the following person, whose signature appears after his name:

President: James N. Locke, II

 President

Signature

Dated: 8/8/2023



Crystal L. Marston, Secretary  
NorthEast Earth Mechanics, LLC  
159 Barnstead Road  
Pittsfield, NH 03263  
(603) 435-7989



NORTEAR-01

KATHY1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2023

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).

<b>PRODUCER:</b> The Davis Agency, LLC 24 Warren Street Concord, NH 03301	<b>CONTACT NAME:</b> Kathleen Pettit	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Acadia Insurance Company		<b>31325</b>
<b>INSURED</b>  NorthEast Earth Mechanics, LLC. 159 Barnstead Road Pittsfield, NH 03263	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	ADOL	SUBR	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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA5198627-18	4/23/2023	4/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5198635-18	4/23/2023	4/23/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 \$ 0			CUA5198637-18	4/23/2023	4/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Comp Ops \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WPA5198638-19	4/23/2023	4/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*Workers Compensation 3A States: NH, MA, ME

RE: Bid 2719-23 Aggregates.

**CERTIFICATE HOLDER** \_\_\_\_\_ **CANCELLATION** \_\_\_\_\_

State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 103 Concord, NH 03301	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 
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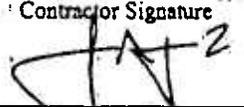
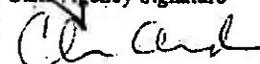
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Northeast Earth Mechanics, LLC		1.4 Contractor Address 159 Barnstead Rd Pittsfield, NH 03263	
1.5 Contractor Phone Number 603-435-7989	1.6 Account Number Various	1.7 Completion Date 04/30/2026	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3122	
1.11 Contractor Signature  Date: 4/17/23		1.12 Name and Title of Contractor Signatory JAMES N. LOCKE, II, PRESIDENT	
1.13 State Agency Signature  Date: 5/17/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, 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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 4/17/23

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials

Date

*[Handwritten Signature]*  
4/17/23

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

Page 3 of 13

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION: Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

Date

AK  
5/1/13

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date

*[Handwritten Signature]*  
Date 5/17/20

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials

*Handwritten initials: D/P*  
*Handwritten initials: G/K P/S*

**EXHIBIT B  
SCOPE OF WORK**

**1. EFFECTIVE DATE**

The Contract term shall commence on May 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through April 30, 2026, a period of approximately three (3) years.

The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2719-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2718-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. SCOPE OF WORK**

Contractor shall provide and supply all labor, tools, transportation, materials, product and permits as necessary and required to perform services as described herein.

Unless otherwise specified herein, all deliveries performed under awarded Contracts shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. No premium charges shall be paid for any off-hour work.

All product shall meet specifications and be in conformance with and as defined in the latest version of the NHDOT Standard Specifications for Road and Bridge Construction, Sections 304, 583 and 585. Any non-conforming materials will be rejected and removed at the Contractor's expense.

The product(s) indicated in this bid are equivalent to the type and quality required. Your offer shall match or exceed the product(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency they meet or exceed the minimum standards. Product(s) not meeting the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

The Contractor shall not commence delivery until a conference is held with each agency prior to delivery if required and requested by the State, at which time representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **4. WARRANTY REQUIREMENTS**

The Contractor shall provide warranties on all product provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date product is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

#### **5. ORDERING PROCEDURE**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

#### **6. USAGE REPORTING**

The Contractor shall submit a quarterly usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to the Bureau of Procurement Services, Liz Moskalkenko and sent electronically to [Elizabeth.A.Moskalkenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalkenko@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased converted to Cubic Yards or Tons (showing the item, product or part number, and final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - o Percentage of recycled materials contained within the product
  - o Percentage of waste recycled throughout the manufacturing process
  - o Any associated material avoided and/or recycled as applicable under contract
  - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

#### **7. ACCOUNT COMMUNICATION & ESCALATION**

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc, shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

#### **8. RETURNED GOODS**

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc, shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not permitted.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

*AMC*  
*4/17/27*

**9. DELIVERY**

All deliveries shall be FOB Destination (Contractor is responsible for product until product is delivered and accepted by the State). Product not conforming to specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

The Contractor shall deliver any product ordered under this Contract within three (3) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State. All orders must be delivered within the agreed upon timeframe.

For large quantity orders, the above required delivery timeframe may be extended to the agreed upon date between the requesting agency and contractor.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

**10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all product strictly pursuant to, and in conformity with this contract which resulted from RFB 2719-23.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at

[https://das.nh.gov/purchasing/vendorregistration/\(S1a0fzcv55qhaeas45jpya5i451\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S1a0fzcv55qhaeas45jpya5i451)/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**11. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

*DK/c*  
*ut/ps*

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor shall provide the product specified in Exhibit B in the amount not to exceed the Price Limitation of \$75,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37-Block 1.7.

On the anniversary date of this contract, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be competitively bid.

**PRICE ADJUSTMENTS**

On the anniversary date of this contract, the successful Vendors may request price adjustment, either upward or downward annually, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Documentation of the increase must accompany the request to support the amount (%) of the requested increase.

The annual increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied on the contractor by said contractor's supplier(s). Requests for price increases may only be based

on increased supplier or market prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

Updated Published Price List MUST be e-mailed to Elizabeth.A.Moskalenko@DAS.NH.Gov.

The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

**2. PRICING STRUCTURE**

Description	Unit	Price
Sand	CY	\$14.00
Sand (Washed / Screened)	CY	\$18.00
Sand - Concrete / Manufactured / Winter (Washed)	CY	\$18.00
Gravel - 4" and/or 6" Bank / Quarry Run	CY	\$17.00
Crushed Gravel - 3/4", Stapak, Bank Run / 3/8" & 3/4"	CY	\$24.00
Ledge Pack / Hardpak, Stone Dust	CY	\$24.00
Gravel - 1" Crushed	CY	\$22.00
Gravel Crushed - 1 1/2" Crushed / 1 1/2" Bank Run / 3" / 5" Minus	CY	\$39.00
Crushed Stone - Dense / 3/8" Blend / 3/8" Stone	CY	\$39.00
Crushed Stone - 3/4"	CY	\$39.00
Crushed Stone - 1"	CY	\$39.00
Crushed Stone - 1 1/2"	CY	\$29.00
Stone - 3/4"	CY	\$29.00
Stone - 1 1/2"	CY	
Stone - 3" - 6" Quarry	CY	
Stone - 6" - 7" Crushed	CY	
<b>PRODUCT LINE</b>		
Blasted Ledge	CY	
Clean Fill	CY	\$13.00
Screened Loam (Topsoil)	CY	\$26.00
Mulch	CY	
Tailings	CY	\$29.00
Recycled Concrete	CY	\$22.00
Recycled Asphalt	CY	\$22.00
Slag	CY	
Single Pass	CY	\$21.00
Truck Overtime Usage Hours	Hours	\$135.00

All product shall meet specifications and be in conformance with and as defined in the latest version of the NHDOT Standard Specifications for Road and Bridge Construction, Sections 304, 583 and 585; located at:

[www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm](http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm)

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS**

During the term of contract, the state may purchase other items in relation to Aggregates Delivered and/or Supplied from the successful Vendor's Balance of Product Line. Product purchased off balance of product line(s) must offer equal to or greater than the percentage offered for the assigned categories on the main offer section. All products ordered shall include all shipping/delivery charges as specified above in "Bid Prices" unless delivery is outside the normal business delivery area.

**3. INVOICE**

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all product has been delivered, inspected and accepted by the State or the invoice has been received at the agency business office; whichever is later. Invoices shall be sent to the address of the ordering agency.

Contractor Initials *CHC*  
4/7/05

**4. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials

*Handwritten initials and date:*  
4/17/23

EXHIBIT D

RFB 2719-23 is incorporated here within.

Contractor Initials AKS  
4/17/23

**EXHIBIT E**

Contractor's Bid Response is incorporated here within

Contractor Initials

*CM*  
4/17/03

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST EARTH MECHANICS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 09, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136326

Certificate Number: 0006197591



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire.

this 5th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

**NORTHEAST EARTH MECHANICS, LLC**

159 Barnstead Road

Pittsfield, NH 03263

P. (603) 435-7989 F. (603) 435-7950

www.nearth.com

**LIMITED LIABILITY COMPANY  
AUTHORIZATION RESOLUTION**

I, Crystal L. Marston, certify that I am the Secretary of NorthEast Earth Mechanics, LLC, a Limited Liability Company organized under the laws of the State of New Hampshire, and that the resolution on this document is a correct copy of the resolution adopted at a duly convened meeting held on December 10, 2021 of all persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provide in the Limited Liability Company Agreement effective December 10, 2021. I also certify that said resolution has not been amended or revoked and is still in full force and effect.

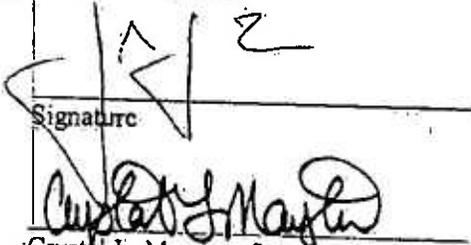
RESOLVED that the President of this Limited Liability Company (LLC) is hereby authorized from time to time, in the name of the LLC to enter into contracts for work to be done with any entity(ies) he deems prudent and to execute and deliver any such agreements and instruments and any related documents in the name of and on behalf of this LLC. The authority given hereunder shall be deemed to be retroactive, and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

I further certify that the office referred to in the foregoing resolution is now held by the following person, show signature appears after his name:

President: James N. Locke, II

Signature

Dated: 4/17/2023

  
Crystal L. Marston, Secretary  
NorthEast Earth Mechanics, LLC  
159 Barnstead Road  
Pittsfield, NH 03263  
(603) 435-7989



NORTEAR-01

KATHY1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2023

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).

<b>PRODUCER</b> The Davis Agency, LLC 24 Warren Street Concord, NH 03301	<b>CONTACT NAME:</b> Kathleen Pettit	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> NorthEast Earth Mechanics, LLC 159 Barnstead Road Pittsfield, NH 03263	<b>INSURER A:</b> Acadia Insurance Company <b>NAIC #</b> 31325	
	<b>INSURER B:</b> Evanston Insurance Co. <b>35378</b>	
	<b>INSURER C:</b> Underwriters at Lloyd's, London	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	ADDITIONAL SUBR (ISSR) (WV)	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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CPA5198627-17	4/23/2022	4/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5198635-17	4/23/2022	4/23/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 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 <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5198637-17	4/23/2022	4/23/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	WPA5198638-18	4/23/2022	4/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liability		CPL MOL106374	4/23/2021	4/23/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Lib.		ANE4318797.22	11/4/2022	1/1/4/2023	Each Occurrence \$ 5,000,000 Each Occurrence \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation 3A States: NH, MA, ME

RE: Bid 2719-23 Aggregates.

### CERTIFICATE HOLDER

State of New Hampshire, Administrative Services  
Bureau of Purchase and Property  
25 Capitol Street, Room 103  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE