

96 - 9/2/26



Charles M. Arlinghaus
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 5, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract# 8003799) with Cloutier Sand & Gravel Company, Inc. (VC #157206), Columbia, NH, for equipment rental with operator services with a requested price limitation in amount of up to and not to exceed \$1,000,000.00 effective upon approval by the Governor and Executive Council through February 28, 2027.

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

The purpose of this requested contract is to expand statewide coverage for agencies to access equipment rental and operator services, thereby augmenting state-owned assets and staff expertise. The establishment of additional contracts and expanded price limitations is designed to prevent the overage risks realized under Contract 8003428. To address these identified issues, the Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued a Request for Bid (RFB) mid-contract term. RFB 3065-26 reached sixty-five (65) vendors through sourcing, and bid responses were received from the following vendors:

Cloutier Sand & Gravel Company, Inc.	CTSG LLC
David White Trucking	Dirt Designs By Johnston Brothers
Jason Sterling Environmental Designs LLC	JML Trucking and Excavating, LLC
Romik Developers LLC	

It is the agency's intent that RFB 3065-26 result in a multi-award contract. Upon approval, five (5) new contract providers will be added to the list of twenty-three (23) active service providers covering all or a portion of the state. These recommended contracts are intended to co-terminate with the active contracts. The entire suite of statewide equipment rental contracts will be rebid in August 2026 to ensure full statewide coverage is established well in advance of the February 2027 expiration date.

The requested price limitation of \$1,000,000.00 is based on an active contract spend analysis and is adequate to cover the remaining contract term. Prior to RFB issuance, a comprehensive assessment was performed by DAS and the using agencies—primarily the Department of Natural and Cultural Resources (DNCR), Bureau of Trails—to determine contract support for both ongoing and future project needs. Consistent with the current contract portfolio structure, agencies engaging with contracted vendors are required to obtain quotes based on specific equipment needs and develop a project scope prior to beginning work. Approving this contract will provide the services and equipment necessary to complete vital earthwork and repairs to existing infrastructure in a timely manner, within budget constraints, and without an interruption to public access and enjoyment of roads, trails, and other state-owned property.

Based on the foregoing, I am respectfully recommending approval of the contract with Cloutier Sand & Gravel Company, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



RFB Bid Summary

Bid Description	Equipment Rental	Agency	Multiple
RFB#	3065-26	Requisit	N/A
Agent Name	Ryan Fuller	Bid	January 16, 2026
		Closing	

Indicates Award:

Equipment Model	Equipment Type	Equipment Capacity	Est. Annual Usage	Cloutier Sand & Gravel Company, Inc.	CTSG LLC	David White Trucking	Dirt Designs By Johnston Brothers	Jason Sterling Environmental Designs LLC	JML Trucking and Excavating, LLC	Romik Developers LLC
				Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
5 Metric Ton	Rubber Tracked Excavator	24" Bucket	1280				\$ 140.00	\$ 110.00		
7 Metric Ton	Tracked Excavator		1280				\$ 150.00	\$ 90.00		
13 Metric Ton	Tracked Excavator	.75 yd	1280				\$ 250.00		\$ 150.00	\$ 150.00
16 Metric Ton	Tracked Excavator	1 yd	1280		\$ 210.00				\$ 155.00	\$ 165.00
16 Metric Ton	Tracked Excavator	1 yd	1280	\$ 120.00	\$ 235.00		\$ 225.00		\$ 160.00	
16 Metric Ton	Tracked Excavator		1280		\$ 260.00				\$ 175.00	\$ 190.00
25 Metric Ton	Tracked Excavator	2 yd	1280	\$ 140.00			\$ 250.00		\$ 220.00	\$ 225.00
	Excavator	5-8 yd	1280						\$ 200.00	
	Mini Excavator		1280		\$ 185.00					
	Dozer	80hp to 100hp	1280	\$ 90.00	\$ 235.00		\$ 175.00		\$ 165.00	\$ 140.00
	Dozer	180hp to 200hp	1280	\$ 120.00	\$ 260.00				\$ 175.00	\$ 285.00
	Wheel Loader	1yd to 3yd	1280						\$ 100.00	\$ 140.00
	Wheel Loader	3 yd to 4yd Bucket	1280		\$ 240.00		\$ 200.00		\$ 125.00	\$ 150.00
	Wheel Loader	4.5 yd to 5.5yd Bucket	1280	\$ 120.00	\$ 240.00				\$ 150.00	
	Vibrating Roller	10T	1280		\$ 200.00		\$ 175.00		\$ 110.00	\$ 150.00
	Vibrating Roller	16T	1280	\$ 75.00						\$ 165.00
	Dump Truck (10 wheel?)	16y to 18yd	1280	\$ 110.00	\$ 125.00		\$ 200.00		\$ 115.00	\$ 115.00
	Dump Truck	12y to 14yd	1280		\$ 125.00		\$ 175.00		\$ 100.00	\$ 110.00
	Dump Truck (6 wheel?)	3yd to 5yd	1280		\$ 125.00				\$ 95.00	
	Tracked dump truck	4.5yd	1280				\$ 225.00			
	Low bed	55 ton	1280	\$ 135.00	\$ 310.00				\$ 150.00	\$ 150.00
	Tow behind Rock Rake	10'	1280	\$ 70.00	\$ 210.00				\$ 100.00	\$ 95.00
	Grader	14' Moldboard	1280	\$ 125.00	\$ 210.00		\$ 250.00		\$ 140.00	\$ 155.00
	Grader	13' Moldboard	1280		\$ 210.00				\$ 140.00	
	Boom mower	80 to 99 HP 18' to 20' Reach	1280							
	Boom mower	100 HP 20' Reach	1280		\$ 175.00	\$ 94.00				



RFB Bid Summary

Equipment Model	Equipment Type	Equipment Capacity	Est. Annual Usage	Cloutier Sand & Gravel Company, Inc.	CTSG LLC	David White Trucking	Dirt Designs By Johnston Brothers	Jason Sterling Environmental Designs LLC	JML Trucking and Excavating, LLC	Romik Developers LLC
5 Metric Ton	Rubber Tracked Excavator	24" Bucket	1280	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
		60 to 80 HP 16' to 18' Reach	1280					\$ 110.00		
	Boom mower									
	Tractor	30 to 60 HP	1280		\$ 175.00					
	Tractor	60 to 80 HP	1280		\$ 175.00	\$ 80.00		\$ 65.00		
	Tractor	60 to 80 HP	1280		\$ 127.00					
	Backhoe	HP79	1280						\$ 110.00	\$ 120.00
	Rock Crusher	12" Jaw	1280	\$ 450.00	\$ 500.00					
	Rock Crusher	36" Cone	1280	\$ 600.00	\$ 700.00					
	Vibratory Box Screen	5yd	1280		\$ 175.00				\$ 410.00	\$ 120.00
	Grapple Skidder		1280		\$ 260.00					
	Hydraulic Crane	40 Ton	1280		\$ 260.00					
	Hydraulic Crane	100 Ton	1280		\$ 260.00					
	Tree Shear		1280		\$ 260.00					
	Tracted Skidsteer	1/2-2 yd	1280		\$ 360.00		\$ 150.00			
	Skidsteer		1280		\$ 175.00					\$ 120.00
	Welder		1280		\$ 100.00					\$ 110.00

Recommendation Summary

Statewide Contract or Amendment	Statewide
Term of Contract	1 Year
Number of Solicitations Received	7
Number of Sourced bidders	3
Number of NIGP Vendors Sourced	62
Number of non-responsive bidders	58
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes

Special Notes: RFB 3065-26 issued on December 12, 2025, with responses due on January 16, 2026. RFB reached sixty-five vendors in total. Intent of bid is to result in a multi-award scenario in order to support and augment existing skill sets with agencies for project work, specifically earthwork and trail repair. Primary utilizing agency is DNCR, Bureau of Trails.

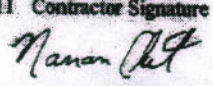
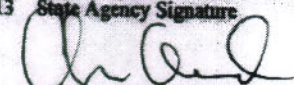
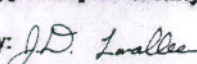
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION - Contract #003799

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Cloutier Sand & Gravel Company, Inc.		1.4 Contractor Address 516 Route 3, Columbia, NH 03590	
1.5 Contractor Phone Number 603-922-5527	1.6 Account Unit and Class Various	1.7 Completion Date February 28, 2027	1.8 Price Limitation \$1,000,000.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 7/15/2026		1.12 Name and Title of Contractor Signatory Norman Cloutier, President	
1.13 State Agency Signature  Date: 7-21-26		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: 8/14/2026			
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 NC

Date 7/15/2020

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Cloutier Sand & Gravel Company, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Equipment Rental with Operator Services in accordance with the bid submission in response to State Request for Bid 3065-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through February 28, 2027.
- 3.2. The maximum term of the Contract (including all extensions) cannot exceed one (1) year.

4. SCOPE OF WORK:

- 4.1. State agencies will select the contractor who is able to meet both the service requirements and availability needs for each project. The requesting agency shall engage with the lowest cost contractor who is able to provide the equipment and operator. If this contractor is unable to provide services for the time period requested, the agency will engage with the next lowest cost contractor who is able to provide services for the requested time period. Agencies shall refer to the equipment rental contract index to determine the contractors that are able to provide the required equipment in each NH county.
- 4.2. Equipment Delivery:
 - 4.2.1. Individual agencies will contact the Contractor to schedule a delivery date, time, and location. An agency representative will be present at the time of delivery. If for any reason, the Contractor is unable to adhere to the delivery timeline, they will notify the requesting agency no less than three (3) business day prior to the time of delivery to reschedule.
 - 4.2.2. If an equipment operator is unable to work at the time and location scheduled due to emergency or other unforeseen circumstance, the Contractor will contact the requesting agency as soon as possible to reschedule the operator or will provide an alternate operator as soon as practicable and agreeable to the requesting agency.
 - 4.2.3. Equipment will be delivered fully fueled, in good working order and free of dirt, debris and other foreign matter. Certain locations may require equipment to be fully cleaned to avoid the spread of invasive species of vegetation.
 - 4.2.4. Equipment operator will be responsible for the safe loading and unloading of the equipment and ensure the equipment is utilized according to equipment operating manuals.
 - 4.2.5. Parking of delivery equipment (truck and trailer):
 - 4.2.5.1. Parking is typically allowed at the work sites and the Contractor will confirm the exact location prior to arrival at the work site. The requesting agency may indicate parking with signage, traffic cones, survey tape, etc.
 - 4.2.5.2. If parking is not allowed on the work site, the requesting agency will notify the Contractor and provide alternative parking solutions.
- 4.3. Equipment Pick-up:

- 4.3.1. Equipment operator shall remove the equipment from the work site no more than 24 hours after the completion of the project. All other arrangements shall be made in advance with the requesting agency's project manager.
- 4.3.2. The Contractor's operator will be responsible for ensuring the equipment is refueled and returned in good working order as specified by the Contractor's policies.
- 4.3.3. The Contractor shall be responsible for ensuring the entire work site is finished to the requesting agency's satisfaction and all tools, tie downs, etc. have been removed from the area.
- 4.4. Equipment Maintenance/Equipment Failure:
 - 4.4.1. If an equipment operator is provided, the operator will be responsible for the routine maintenance as well as re-fueling the equipment as necessary. This will be at no additional charge to the State.
 - 4.4.2. The operator will be responsible for any repairs as a result of equipment breakdown while at the job site. Repairs shall be done at no additional cost to the State. If equipment is inoperable for more than one business day, the State will expect an adjusted invoice to account for the time the equipment non-functioning. This rate shall be equivalent to the hourly rental rate provided in the offer section for the number of hours the equipment is inoperable.
 - 4.4.3. If a Contractor's operator is responsible for damages to equipment or attachments, the Contractor shall assume responsibility.
- 4.5. Site Visits and/or Statement of Work:
 - 4.5.1. Agencies will issue a statement of work (SOW) to the selected Contractor in the county where work is being requested. Individual projects shall be awarded to the Contractor who is able to provide the services requested for the lowest cost within the timeframe of the project requirements. SOW specific requirements may include but are not limited to:
 - 4.5.1.1. Operator and Equipment availability to meet project timeline
 - 4.5.1.2. Potential for weekend scheduling requirements
 - 4.5.1.3. Ability to meet equipment hygiene requirements
 - 4.5.1.4. Ability to work within the requirements of the worksite
 - 4.5.1.5. Public may be present during work hours
 - 4.5.1.6. Worksite may be remote
 - 4.5.1.7. Work may be weather dependent (delays in project due to unforeseen, inclement weather shall not result in additional charges to the State)
 - 4.5.1.8. Agencies will determine whether or not a representative is needed at the time of delivery and/or pick up or at certain times during the project. The agencies will determine other agency involvement prior to the engagement of services including but not limited to:
 - 4.5.1.9. Supplemental equipment or tools to be provided by the agency
 - 4.5.1.10. Materials to be supplied by the agency
 - 4.5.1.11. Coordinating with other agencies regarding shared trails, lots, etc.
 - 4.5.1.12. Determination of closures or detours
 - 4.5.1.13. Engagement with the public during operations
- 4.6. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 4.7. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

- 4.8. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 4.9. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4.10. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 4.11. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 4.12. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 4.13. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 4.14. If sub-contractors are to be utilized, Contractor shall provide 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.
5. **SITE VISITATION:**
- 5.1. Prior to work starting, it is the Contractor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete services.
6. **COMMERCIAL REQUIREMENTS:**
- 6.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 6.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 6.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 6.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the

Contractor Initials NC

Date 7/15/2026

State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

- 6.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
 - 6.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
 - 6.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
 - 6.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
 - 6.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
 - 6.10. If sub-contractors are to be utilized, Contractor shall provide 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.
7. **USAGE REPORTING:**
- 7.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Ryan Fuller at the Bureau of Purchase and Property and sent electronically to christopher.r.fuller@das.nh.gov. At a minimum, the Report shall include:
 - 7.1.1. Contract Number
 - 7.1.2. Utilizing Agency and Eligible Participant
 - 7.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 7.1.4. 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:
 - 7.1.4.1. Percentage of recycled materials contained within finished products
 - 7.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 7.1.4.3. Types and volume of packaging used for transport
 - 7.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 7.1.4.5. A standardized reporting form will be provided after contract award
 - 7.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 7.1.6. Preferred in Excel format

8. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

- 8.1. The Contractor shall provide all equipment rental with operator services strictly pursuant to, and in conformity with, the specifications described in State RFB 3065-26, as described herein, and under the terms of this Contract.
- 8.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 8.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 8.4. 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/\(S\(q0lzev53qhaeqs45jpyq5f45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0lzev53qhaeqs45jpyq5f45))/welcome.aspx).

8.5. 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.

8.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

9.1. 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.

10. CONFIDENTIALITY & CRIMINAL RECORD:

10.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

- 11.1. The Contractor hereby agrees to provide equipment rental with operator services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,000,000.00; 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.

12. PRICING STRUCTURE:

Equipment Model	Equipment Type	Equipment Capacity	Hourly Rate
16 Metric Ton	Tracked Excavator	1 yd	\$120.00
25 Metric Ton	Tracked Excavator	2 yd	\$140.00
	Dozer	80hp to 100hp	\$90.00
	Dozer	180hp to 200hp	\$120.00
	Wheel Loader	4.5 yd to 5.5yd Bucket	\$120.00
	Vibrating Roller	16T	\$75.00
	Dump Truck (10 wheel?)	16y to 18yd	\$110.00
	Low bed	55 ton	\$135.00
	Tow behind Rock Rake	10'	\$70.00
	Grader	14' Moldboard	\$125.00
	Rock Crusher	12" Jaw	\$450.00
	Rock Crusher	36" Cone	\$600.00

13. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

- 13.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.
- 13.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

14. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 14.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

15. INVOICE:

- 15.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 15.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

15.3. Contractor shall be paid by Procurement Card when invoice is received.

15.4. The invoice shall be sent to the address of the using agency under agreement.

16. PAYMENT:

16.1. 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>.

State of New Hampshire

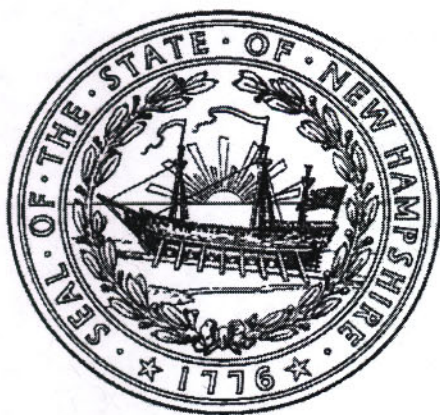
Department of State

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: 0007933642



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2026.

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 April 15th, 2026, 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: 7/15/2026

ATTEST:


President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2026

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 Geo. M. Stevens & Son Co. PO Box 271 149 Main Street Lancaster NH 03584	CONTACT NAME: Teresa Crossland PHONE (A/C, No, Ext): 800-675-2555 E-MAIL ADDRESS: tcrossland@gms-ins.com FAX (A/C, No): 603-788-3901
INSURED Cloutier Sand & Gravel, Inc PO Box 401 North Stratford NH 03590	INSURER(S) AFFORDING COVERAGE INSURER A : Acadia Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1999092381

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	CPA0122744-33	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	CAA0122745-32	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	CUA0122746-32	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ 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 N/A	N	WCA5396934-17	7/1/2026	7/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Sand & Gravel, Logging Road Construction

NH Workers Compensation--corporate officers elect coverage

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Bureau of Purchase & Property
25 Capital St
Rm 102
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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