



168 - 10/21/26

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 10, 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 (DAS) to enter into a **sole source** contract with Youngs Excavating & Paving, LLC (VC# 278887) Penacook, New Hampshire for a total price not to exceed \$175,450 for paving and striping services at the NH Hospital in Concord, NH. The term of the contract shall begin upon approval of the Governor and Executive Council through June 30, 2027. **100% Revolving Funds (DAS Maintenance Funds)**

Funding is available in account, DAS Maintenance Fund, as follows:

	<u>FY 2027</u>
01-14-14-141510-70490000-048-500226 Contractual Maintenance Build – Grounds	\$175,450

EXPLANATION

DAS seeks to enter into a **sole source** contract with Youngs Excavating & Paving, LLC because they offered a cost savings of \$48,400 below the lowest bid after the competitive bid process was canceled due to unexpectedly high bids. This contract will reclaim the existing pavement in parking lots C, D and E at the NH Hospital at 36 Clinton Street Concord, NH that had to be removed to make catch basin repairs and re-install the asphalt with line striping.

Youngs Excavation & Paving provided a quote to DAS for the project in June 2026 for \$159,500. Per RSA 21-I, 81, the DAS Division of Procurement and Support Services issued a request for bid (RFB) 14-27 for NH Hospital Paving and Striping Services on July 27, 2026, with responses due August 14, 2026. The RFB reached 112 vendors through the NIGP registry with an additional 24 directly sourced. The bid was canceled due to bid responses coming in higher than the original quote. DAS obtained a waiver from the Division of Procurement to waive the bid requirements and move forward with Youngs Excavating & Paving, LLC, who agreed to honor their original quote, at a cost savings of \$48,400 below the lowest bid. The total price limitation for this contract includes a ten percent contingency, or \$15,950, for unforeseeable issues during the project.

In accordance with RSA 21-I:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to “provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law.” The Division of Plant and Property

maintains 95 state owned buildings located throughout the State. This contract is needed to provide paving and striping services at the NH Hospital.

Based on the foregoing, I am respectfully recommending approval of the contract with Youngs Excavating & Paving, LLC.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner



DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 09/09/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Sarah Trask	Agency: Department of Administrative Services
Commodity: Parking Lot Paving and Stripping	Vendor: Young's Excavation & Paving, LLC
RFB/RFP/RFQ (if applicable) RFB 14-27	Contract: N/A
Est. Amount: \$175,450.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, (A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Administrative Services, Central Facilities Bureau, requests to waive the competitive bidding requirements per RSA 21-I:81 in order to complete parking lot paving and stripping services at the New Hampshire Hospital located at 36 Clinton Street, Concord, NH, by Young's Excavation & Paving, LLC.

Young's Excavation provided Central Facilities with a quote of \$159,500.00 in June 2026 to complete the requested project. Per RSA 21-I:81, the DAS Division of Procurement and Support Services issued RFB 14-27 for these services on July 27, 2026, with a closing date of August 21, 2026. Two compliant responses were received with both exceeding Young's original quoted price. When asked about not providing a bid response, Young's provided a verbal response that they missed the RFB notification and that they would honor their originally quoted price. The requested waiver amount is \$175,450.00 and includes a 10% project contingency for unforeseen issues. The next lowest bid response was provided by Northern Lights Landscaping in the amount of \$207,900.00. Contracting with Young's Excavation & Paving, LLC would result in a cost of avoidance to the State of approximately \$48,400.00 to complete the project. All required waiver documentation is attached.

A purchase order will only be issued to Young's Excavation & Paving, LLC for this project based upon required final approval by Governor and Executive Council.

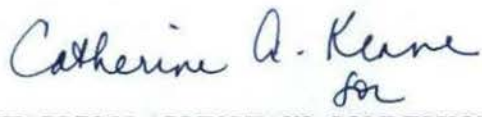
SUBMITTED FOR ACCEPTANCE BY:

PA /  / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

Gary.S.Lunetta
a@das.nh.gov
Digitally signed by
Gary.S.Lunetta@das.nh.gov
v
Date: 2026.09.09 14:57:25
-04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER **DATE**
DEPARTMENT OF ADMINISTRATIVE SERVICES



Proposal and Contract

37 Washington Street, Penacook, NH 03303
603-231-1598 | info@youngspavingnh.com

Sales Rep: Bill Y.

Client Information

Name: Justin Horan

Email: justin.e.horan@das.nh.gov

Phone: (603) 455-4262

Address: 36 Clinton St, Concord, NH 03301, USA

Young's Excavating & Paving hereby submit specifications and the following estimates:

Name	Price	QTY	Subtotal
Digout 3 Parking lots 12" reclaim of existing surface, remove excess material created, grade and compact. Pave w/ 2.5" base layer of asphalt and 1.5" finish layer of asphalt. Install asphalt curbing and line stripe parking lot.	\$149,500.00	1	\$149,500.00
Line Striping Parking lot area we are paving	\$2,500.00	1	\$2,500.00
Weekend Work	\$7,500.00	1	\$7,500.00

Subtotal **\$159,500.00**

Total \$159,500.00

Terms: 50% down as deposit, 50% due completion.

Gratuity is not included. Jobs **will not** be scheduled unless a deposit is received.

To schedule work, please accept and return this signed contract with your deposit.

The following page will prompt you to pay your deposit via Credit/Debit Card.

If you would like to pay your deposit via check, please contact the office at 603-231-1598.

Thank you for your business!

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		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Youngs Excavating & Paving, LLC		1.4 Contractor Address 37 Washington St, Penacook, NH 03303	
1.5 Contractor Phone Number 603-231-1598	1.6 Account Unit and Class 10-014-1415-7049-048-500226	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$175,450
1.9 Contracting Officer for State Agency Donald Perrin, Superintendent of Buildings and Grounds		1.10 State Agency Telephone Number 603-688-5159	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory Owner/President	
1.13 State Agency Signature  Date: 8/17/26		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: <u>Christen Lavers</u> On: <u>9/18/26</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. TERM OF CONTRACT:

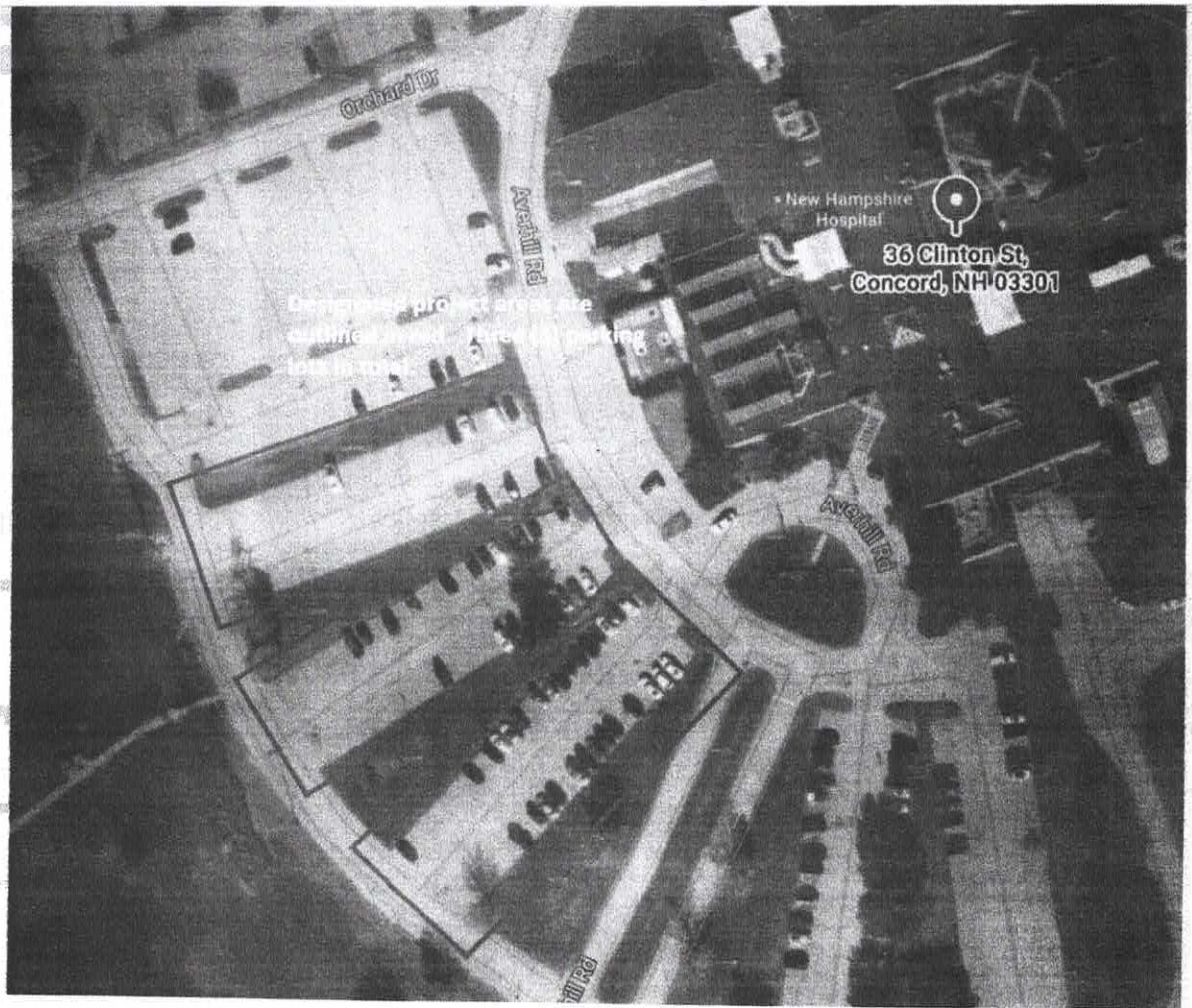
- 1.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through June 30, 2027, a period of approximately five years.

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

3. SCOPE OF WORK:

- 3.1. The Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 3.2. The Contractor shall be responsible for the following project requirements:
 - 3.2.1. Dig out of three existing parking lots as annotated in Site Diagrams below. Dig out includes the following:
 - 3.2.1.1. 12" reclaim of existing surface
 - 3.2.1.2. Removal of excess material created, grade, and compact
 - 3.2.1.3. Pave with 2.5" base layer of asphalt and 1.5" finish layer of asphalt
 - 3.2.1.4. Install asphalt curbing
 - 3.2.2. Line stripe parking area once complete.
- 3.3. Designated project areas are outlined in red and marked accordingly.



4. Additional Requirements:

- 4.1. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.
- 4.2. All work shall be completed from 7:00 AM to 4:30 PM unless prior arrangements are made in advance with the State Project Manager from the Department of Administrative Services.
- 4.3. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- 4.4. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
- 4.5. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
- 4.6. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures and to coordinate all portions of the work.

- 4.7. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore.
- 4.8. The Contractor shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.
- 4.9. Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done differed from what was estimated or expected, or account of the weather, elements, or other causes.
- 4.10. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.
- 4.11. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 4.12. While on State property, Contractor personnel shall comply with State security and conduct requirements; however, such compliance does not create an employment relationship with the State.
- 4.13. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.
- 4.14. All Contractor correspondence and submittals shall be sent to:

Donald Perrin
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

EXHIBIT C - METHOD OF PAYMENT

5. The Contractor agrees to provide paving and striping services at NH Hospital for a not to exceed total of \$175,450 (herein referred to as the contract price) in return for the services described in Exhibit B. This amount includes a 10% contingency allowance of up to \$15,950 to be used only for unforeseeable site conditions that materially affect scope. Contractor shall not perform contingency work without prior written authorization from the Contracting Officer. Each contingency task shall require a written description, cost estimate, and State approval before commencement. All unused contingency funds remain unspent.
6. Contractor shall submit a single final invoice after completion of all work. No surcharges, fuel charges, administrative fees, or other add-on fees shall be applied that are not expressly included in the contract price.
7. Payment shall be made within 30 days of receipt of a properly documented invoice and State acceptance of the work.
8. The invoice shall be submitted to the following address:
State of New Hampshire
Central Facilities Bureau
CFB.AP@das.NH.gov

State of New Hampshire

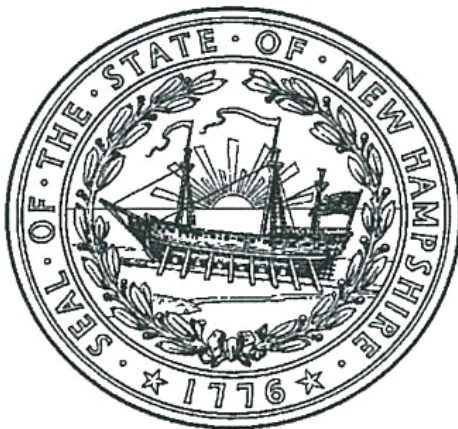
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that YOUNG'S EXCAVATING & PAVING, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 26, 2012. 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: **668171**

Certificate Number: **0008012223**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of September A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, William Young, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Youngs Excavating & Paving, LLC
(Name of Partnership or LLC) a limited liability partnership

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 9/9/26

ATTEST: 
(Name & Title)

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