96 - 11/10/26

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 24, 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 with Peckham Materials Corp. (VC#554673), Brewster, NY, in an amount up to and not to exceed $750,000.00 for Aggregates Supply and Delivery with the option to extend for up to an additional two years, effective upon Governor and Executive Council approval through June 30, 2029.

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 Department of Administrative Services (DAS) through the Division of Procurement and Support Services (DPSS) issued request for bid (RFB) 3129-27 for Aggregates Supply and Delivery on April 3, 2026, with responses due April 29, 2026. Six hundred ten (610) vendors were sourced through the NIGP system with an additional twenty (20) vendors directly sourced. Thirty-one (31) responses were received from the following vendors:

Alvin J Coleman & Son, Inc	Beattie Enterprises Inc	Bell Hill Sand and Gravel LLC
Brox Industries, Inc	Burke Quarry, LLC	Campagne Solutions LLC
Chief Crushing & Excavation, Inc	Cloutier Sand & Gravel Inc.	Continental Paving, Inc.
CTSG LLC	D.H. Hardwick & Sons, Inc.	Gordon Gravel and Stone LLC
Granite State Concrete Co., Inc.	Henniker Sand & Gravel Co. Inc. dba Henniker Crushed Stone	Jeremy Hiltz Excavating, Inc.
Jericho Brook Commercial Development, LLC	JML Trucking and Excavating, LLC	JP Trucking & Excavating LLC
JW Chipping Corp dba Chick's Sand & Gravel	Leighton A. White, Inc.	Martin's Quarry
Mitchell Materials, LLC	MT William Inc	Northeast Earth Mechanics,

		LLC
Peckham Materials Corp.	Pine River Sand and Gravel LLC	Rancourt Sand & Gravel, LLC
Rindge Stone and Gravel, LLC	Rodrigues Gravel & Excavation Inc	Twin State Sand and Gravel Co, Inc
Warren Sand & Gravel, Inc.		

The intent of this RFB was to result in a multi-award scenario. The requested price limitation for this contract is $750,000.00 and includes a contingency of $75,000.00, or 10%, for emergency or non-forecasted project needs. The requested limitation is based on analysis of previous contract expenditures and using agency project forecasts.

The primary users of these contracts are the Department of Transportation (DOT) and the Department of Natural and Cultural Resources (DNCR), and utilized in a number of projects, with most of these being road and trail maintenance and repair. Due to the nature of aggregates many issues may present themselves. First, not all vendors have the ability to provide required resources for both forecasted and unanticipated projects. Second, without securing multiple contracts in a variety of locations, it becomes incredibly cost prohibitive to transport required materials across the state. Last, due to the rise and severity of inclement weather, agencies cannot predict where issues such as road and trail washouts may occur. These issues could negatively impact the health and safety of state residents and travelers alike. By approving the requested contract, it would allow agencies to have the greatest flexibility to access materials in a fiscally responsible manner and meeting the demands of forecasted and emergency projects, all while keeping both residents and non-residents of the state safe.

Based on the foregoing, I am respectfully recommending approval of the contract with Peckham Materials Corp.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Aggregates Supply and Delivery	Agency	DAS
RFB#	3129-27	Requisition#	N/A
Agent Name	Ryan Fuller	Bid Closing	April 29, 2026

UOM	Product Description	Alvin J Coleman & Son, Inc	Beattie Enterprises Inc	Brox Industries, Inc (Hooksett, NH)	Brox Industries, Inc (Hudson, NH)	Brox Industries, Inc (Rochester, NH)	Burke Quarry, LLC
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	Sand	$ 9.00	$ 7.50	$ 12.00	$ 24.00	$ 18.75	$ 7.35
Ton	Sand (Washed/Screened)	$ 9.00	$ 11.50	$ 18.50	$ 24.00	$ 20.50	$ 14.00
Ton	Concrete Sand (Washed)	$ 10.50					
Ton	Manufactured Sand (Washed)	$ 10.50	$ 11.50	$ 26.00	$ 26.00	$ 24.00	
Ton	Winter Sand (Washed)	$ 9.00	$ 11.50	$ 26.00	$ 26.00	$ 24.00	
Ton	Gravel	$ 8.50	$ 10.20				
Ton	4" Gravel	$ 8.50	$ 8.05				
Ton	3/4" Crushed Gravel	$ 8.00		$ 13.75	$ 15.75	$ 17.75	$ 10.17
Ton	3/4" Stapak (Crushed Gravel)	$ 8.00		$ 13.75	$ 15.75	$ 17.75	
Ton	1" Crushed Gravel	$ 8.00					
Ton	1-1/2" Crushed Gravel	$ 9.75		$ 13.85	$ 15.50	$ 18.25	$ 10.67
Ton	3" Crushed Gravel			$ 13.50	$ 15.25	$ 17.25	$ 10.17
Ton	5" Minus Crushed Gravel	$ 8.50					$ 10.17
Ton	3/4" Crushed Bank Run Gravel	$ 8.50					
Ton	1 1/2" Crushed Bank Run Gravel	$ 9.75					
Ton	6" Bank Run Gravel	$ 8.50					
Ton	6" Quarry Run Gravel	$ 8.50					
Ton	Stone Dust	$ 11.00		$ 23.00	$ 28.50	$ 20.00	$ 11.17
Ton	Crushed Stone			$ 25.00	$ 25.00	$ 25.00	
Ton	Dense Crushed Stone			$ 25.00	$ 25.00	$ 25.00	

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UOM	Product Description	Alvin J Coleman & Son, Inc	Beattie Enterprises Inc	Brox Industries, Inc (Hooksett, NH)	Brox Industries, Inc (Hudson, NH)	Brox Industries, Inc (Rochester, NH)	Burke Quarry, LLC
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	3/8" Blend Crushed Stone	$ 15.50					$ 17.86
Ton	3/4" Crushed Stone	$ 14.50		$ 16.50	$ 18.75	$ 20.75	$ 14.14
Ton	1" Crushed Stone	$ 14.50					$ 13.66
Ton	1 1/2 Crushed Stone	$ 12.00		$ 17.00	$ 19.25	$ 22.00	$ 12.16
Ton	7" Crushed Stone	$ 16.00		$ 19.00	$ 18.50	$ 25.50	$ 16.00
Ton	3/8" Stone	$ 15.50					
Ton	3/4" Stone	$ 14.50					
Ton	1 1/2" Stone	$ 12.00					
Ton	3-6" Quarry Stone	$ 16.00		$ 19.00	$ 18.50	$ 25.50	
Ton	3" Stone	$ 12.00					
Ton	6+" Stone	$ 16.00		$ 19.00	$ 18.50	$ 25.50	
Ton	7" Crushed Stone	$ 16.00		$ 19.00	$ 18.50	$ 25.50	
Ton	Blasted Ledge	$ 12.00		$ 19.00	$ 19.00	$ 24.00	$ 10.00
Ton	3/8" Ledge Pack	$ 11.00					
Ton	3/4" Ledge Pack	$ 8.00		$ 13.75	$ 15.75	$ 17.75	
Ton	HardPak						
Ton	Clean Fill	$ 7.00		$ 7.00	$ 8.00	$ 8.50	
Ton	Screened Top Soil	$ 20.00		$ 18.75	$ 21.00	$ 23.50	
Ton	Loam	$ 20.00					
Ton	Mulch	$ 20.00					
Ton	Tailings	$ 10.00					$ 1.58
Ton	Recycled Concrete			$ 12.00	$ 12.00	$ 12.00	
Ton	Recycled Asphalt			$ 29.00	$ 13.50	$ 29.00	$ 11.64
Ton	Slag						
Ton	Single Pass						
Ton	Truck Overtime Usage Hours	$ 115.00					

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

UOM	Product Description	Cloutier Sand & Gravel Inc.	Continental Paving, Inc.	CTSG LLC (Lemington, VT)	Gordon Gravel and Stone LLC	Granite State Concrete Co., Inc.	Henniker Sand & Gravel Co. Inc. dba Henniker Crushed Stone
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	Sand	$ 7.60			$ 11.50	$ 24.50	$ 10.00
Ton	Sand (Washed/Screened)			$ 14.00	$ 13.00	$ 24.50	$ 20.00
Ton	Concrete Sand (Washed)					$ 26.50	
Ton	Manufactured Sand (Washed)		$ 22.50		$ 14.50	$ 24.50	$ 16.00
Ton	Winter Sand (Washed)		$ 22.50		$ 15.00	$ 24.50	$ 16.00
Ton	Gravel	$ 4.20	$ 18.50		$ 20.00	$ 19.00	
Ton	4" Gravel		$ 18.50		$ 14.50		
Ton	3/4" Crushed Gravel		$ 13.50	$ 13.00	$ 23.50		
Ton	3/4" Stapak (Crushed Gravel)	$ 8.70	$ 13.00		$ 23.50		
Ton	1" Crushed Gravel		$ 13.50		$ 23.50	$ 19.00	
Ton	1-1/2" Crushed Gravel	$ 8.40	$ 13.50	$ 13.00	$ 20.00	$ 21.00	$ 14.00
Ton	3" Crushed Gravel	$ 6.90			$ 14.50		$ 15.00
Ton	5" Minus Crushed Gravel			$ 13.00	$ 14.50		
Ton	3/4" Crushed Bank Run Gravel	$ 9.90			$ 23.50	$ 19.00	
Ton	1 1/2" Crushed Bank Run Gravel	$ 8.40			$ 20.00		$ 14.00
Ton	6" Bank Run Gravel		$ 18.50	$ 10.00	$ 14.50		
Ton	6" Quarry Run Gravel				$ 14.50		
Ton	Stone Dust		$ 13.50		$ 14.50	$ 26.50	$ 14.00
Ton	Crushed Stone		$ 19.50	$ 16.00	$ 20.00		$ 17.00
Ton	Dense Crushed Stone		$ 19.50		$ 20.00	$ 21.00	$ 17.00
Ton	3/8" Blend Crushed Stone		$ 19.50			$ 25.50	
Ton	3/4" Crushed Stone	$ 16.50	$ 19.50	$ 25.00	$ 21.50	$ 23.75	$ 17.00

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UOM	Product Description	Cloutier Sand & Gravel Inc.	Continental Paving, Inc.	CTSG LLC (Lemington, VT)	Gordon Gravel and Stone LLC	Granite State Concrete Co., Inc.	Henniker Sand & Gravel Co. Inc. dba Henniker Crushed Stone
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	1" Crushed Stone		$ 19.50		$ 21.50	$ 21.00	
Ton	1 1/2 Crushed Stone	$ 15.40	$ 19.50	$ 20.00	$ 20.00	$ 23.50	$ 17.00
Ton	7" Crushed Stone	$ 14.00	$ 15.50		$ 20.50		$ 17.00
Ton	3/8" Stone		$ 19.50		$ 26.50		$ 17.00
Ton	3/4" Stone	$ 13.20	$ 19.50		$ 21.50		$ 17.00
Ton	1 1/2" Stone		$ 19.50		$ 20.00		$ 17.00
Ton	3-6" Quarry Stone		$ 15.50		$ 20.50		
Ton	3" Stone				$ 20.50		$ 17.00
Ton	6+" Stone		$ 15.50	$ 25.00	$ 20.50		$ 17.00
Ton	7" Crushed Stone				$ 20.50		$ 17.00
Ton	Blasted Ledge		$ 15.00	$ 25.00	$ 25.00		$ 18.00
Ton	3/8" Ledge Pack	$ 8.70			$ 14.50		
Ton	3/4" Ledge Pack		$ 19.50	$ 25.00	$ 23.50		$ 17.00
Ton	HardPak		$ 13.00		$ 23.50		$ 17.00
Ton	Clean Fill	$ 4.00	$ 6.00		$ 11.50	$ 11.00	$ 14.00
Ton	Screened Top Soil		$ 16.50		$ 22.50		
Ton	Loam		$ 16.50	$ 25.00	$ 22.50		
Ton	Mulch						
Ton	Tailings			$ 12.00	$ 10.50		
Ton	Recycled Concrete				$ 10.50	$ 12.00	
Ton	Recycled Asphalt		$ 15.50	$ 26.00			
Ton	Slag						
Ton	Single Pass	$ 6.90		$ 12.00			
Ton	Truck Overtime Usage Hours	$ 150.00	$ 140.00		$ 115.00		

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UOM	Product Description	Jeremy Hiltz Excavating, Inc.	JML Trucking and Excavating, LLC	Leighton A. White, Inc.	Martin's Quarry	Mitchell Materials, LLC	Peckham Materials Corp. (Boscawen, NH)
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	Sand	$ 18.00	$ 9.00		$ 9.25		$ 15.00
Ton	Sand (Washed/Screened)					$ 16.00	$ 15.00
Ton	Concrete Sand (Washed)						
Ton	Manufactured Sand (Washed)						$ 21.50
Ton	Winter Sand (Washed)						
Ton	Gravel	$ 19.00	$ 6.00				
Ton	4" Gravel	$ 19.00	$ 8.50				
Ton	3/4" Crushed Gravel		$ 12.00	$ 15.25		$ 16.50	
Ton	3/4" Stapak (Crushed Gravel)		$ 16.00				$ 15.00
Ton	1" Crushed Gravel		$ 12.00			$ 16.50	
Ton	1-1/2" Crushed Gravel	$ 21.00	$ 11.50	$ 15.25		$ 16.50	$ 14.00
Ton	3" Crushed Gravel		$ 9.00	$ 15.25		$ 17.25	$ 14.00
Ton	5" Minus Crushed Gravel		$ 9.00				
Ton	3/4" Crushed Bank Run Gravel		$ 12.00				
Ton	1 1/2" Crushed Bank Run Gravel		$ 11.50				
Ton	6" Bank Run Gravel		$ 6.00				
Ton	6" Quarry Run Gravel						
Ton	Stone Dust		$ 16.00	$ 11.00		$ 20.00	$ 10.00
Ton	Crushed Stone						$ 20.00
Ton	Dense Crushed Stone				$ 11.25		$ 20.00
Ton	3/8" Blend Crushed Stone				$ 13.25		$ 26.50
Ton	3/4" Crushed Stone		$ 20.00	$ 17.75	$ 12.25	$ 20.00	$ 20.00

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

UOM	Product Description	Jeremy Hiltz Excavating, Inc.	JML Trucking and Excavating, LLC	Leighton A. White, Inc.	Martin's Quarry	Mitchell Materials, LLC	Peckham Materials Corp. (Boscawen, NH)
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	1" Crushed Stone		$ 17.00				
Ton	1 1/2 Crushed Stone		$ 17.00	$ 17.25	$ 11.25	$ 20.00	$ 20.00
Ton	7" Crushed Stone		$ 16.00		$ 11.75	$ 21.50	$ 21.00
Ton	3/8" Stone			$ 22.00		$ 22.00	$ 26.50
Ton	3/4" Stone	$ 33.00	$ 20.00	$ 17.75		$ 20.00	$ 20.00
Ton	1 1/2" Stone	$ 22.00	$ 17.00	$ 17.25		$ 20.00	$ 20.00
Ton	3-6" Quarry Stone	$ 24.00	$ 16.00	$ 20.00	$ 10.25	$ 21.50	$ 26.50
Ton	3" Stone	$ 22.00	$ 17.00				$ 19.00
Ton	6+" Stone		$ 16.00	$ 20.00		$ 21.50	$ 21.00
Ton	7" Crushed Stone		$ 16.00		$ 11.75	$ 21.50	$ 21.00
Ton	Blasted Ledge				$ 10.00	$ 19.00	$ 26.50
Ton	3/8" Ledge Pack				$ 12.25		$ 16.00
Ton	3/4" Ledge Pack				$ 11.40		$ 15.00
Ton	HardPak	$ 20.00			$ 11.40		$ 15.00
Ton	Clean Fill		$ 6.00	$ 4.25	$ 10.00	$ 7.50	$ 8.00
Ton	Screened Top Soil		$ 21.00		$ 34.00		$ 22.50
Ton	Loam	$ 24.00					$ 22.50
Ton	Mulch						
Ton	Tailings		$ 6.00			$ 13.00	
Ton	Recycled Concrete						
Ton	Recycled Asphalt	$ 20.00	$ 22.00			$ 29.00	
Ton	Slag						
Ton	Single Pass		$ 9.00				
Ton	Truck Overtime Usage Hours					$ 180.00	

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

UOM	Product Description	Peckham Materials Corp. (Lancaster, NH)	Pine River Sand and Gravel LLC	Rindge Stone and Gravel, LLC	Rodrigues Gravel & Excavation Inc	Twin State Sand and Gravel Co, Inc
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	Sand		$ 7.50	$ 20.00	$ 6.25	$ 31.57
Ton	Sand (Washed/Screened)		$ 12.00	$ 20.00		$ 38.54
Ton	Concrete Sand (Washed)					$ 31.57
Ton	Manufactured Sand (Washed)					$ 29.37
Ton	Winter Sand (Washed)	$ 8.15	$ 12.00			
Ton	Gravel			$ 14.00		
Ton	4" Gravel			$ 14.00		
Ton	3/4" Crushed Gravel	$ 12.75	$ 12.00	$ 15.00	$ 8.00	$ 37.17
Ton	3/4" Stapak (Crushed Gravel)	$ 16.50		$ 19.00		$ 24.45
Ton	1" Crushed Gravel					
Ton	1-1/2" Crushed Gravel	$ 11.50	$ 12.00	$ 16.00	$ 7.25	$ 31.24
Ton	3" Crushed Gravel	$ 8.50	$ 12.00	$ 14.00	$ 6.60	$ 27.95
Ton	5" Minus Crushed Gravel					
Ton	3/4" Crushed Bank Run Gravel		$ 12.00	$ 15.00		$ 24.73
Ton	1 1/2" Crushed Bank Run Gravel		$ 12.00	$ 16.00		$ 31.24
Ton	6" Bank Run Gravel		$ 9.75	$ 13.00	$ 4.75	
Ton	6" Quarry Run Gravel		$ 14.25			
Ton	Stone Dust	$ 17.00	$ 15.50	$ 18.00		$ 31.58
Ton	Crushed Stone					
Ton	Dense Crushed Stone					
Ton	3/8" Blend Crushed Stone					
Ton	3/4" Crushed Stone	$ 17.00	$ 19.00	$ 20.00	$ 17.00	$ 22.19
Ton	1" Crushed Stone					$ 26.39

Division of Procurement Support Services
Bureau of Purchase Property

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Director
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RFB Bid Summary

UOM	Product Description	Peckham Materials Corp. (Lancaster, NH)	Pine River Sand and Gravel LLC	Rindge Stone and Gravel, LLC	Rodrigues Gravel & Excavation Inc	Twin State Sand and Gravel Co, Inc
		Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up	Unit Cost Picked Up
Ton	7" Crushed Stone		$ 17.50	$ 23.00	$ 13.50	$ 24.70
Ton	3/8" Stone	$ 21.50		$ 22.00		$ 33.22
Ton	3/4" Stone	$ 17.00	$ 19.00	$ 20.00		$ 27.69
Ton	1 1/2" Stone	$ 14.50	$ 18.50	$ 19.00		$ 18.23
Ton	3-6" Quarry Stone	$ 17.00	$ 17.50	$ 22.00		$ 24.32
Ton	3" Stone	$ 18.00	$ 18.00		$ 13.50	
Ton	6+" Stone	$ 17.00	$ 17.50	$ 23.00		$ 22.50
Ton	7" Crushed Stone		$ 17.50			$ 22.50
Ton	Blasted Ledge	$ 19.00	$ 26.00	$ 10.00		
Ton	3/8" Ledge Pack	$ 16.50	$ 15.50			
Ton	3/4" Ledge Pack		$ 15.25	$ 19.00	$ 12.00	
Ton	HardPak		$ 15.50			
Ton	Clean Fill	$ 4.50	$ 7.50	$ 9.00	$ 3.00	$ 6.93
Ton	Screened Top Soil			$ 15.00	$ 12.50	$ 32.51
Ton	Loam			$ 15.00	$ 12.50	$ 27.36
Ton	Mulch					
Ton	Tailings		$ 5.00	$ 5.00		
Ton	Recycled Concrete		$ 6.00			
Ton	Recycled Asphalt	$ 14.75	$ 12.50			$ 77.81
Ton	Slag					
Ton	Single Pass					
Ton	Truck Overtime Usage Hours					

Bid Notes: Due to the nature of aggregates, not all material is available at each location. Pricing reflects material offered at bid location.

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 #8003878

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 Peckham Materials Corp.		1.4 Contractor Address 172 Prospect Hill Road Brewster, NY 10509	
1.5 Contractor Phone Number 914-949-2000	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2029	1.8 Price Limitation $750,000.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Gary Metcalf Date: 9/1/2026		1.12 Name and Title of Contractor Signatory ~~Joe Caron~~ Gary Metcalf - Vice President	
1.13 State Agency Signature Date: 9/24/26		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: Jackson Place		On: October 21, 2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials GM

Date 9/1/2026

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.

Contractor Initials JM

Date 9/1/2026

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.

Contractor Initials GM

Date 9/1/2026

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 GM

Date 9/1/2026

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials GM

Date 9/1/2026

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Peckham Materials Corp. (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 Aggregates Supply and Delivery items in accordance with the bid submission in response to State Request for Bid 3129-27 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 June 30, 2029.
   3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure upon the mutual agreement between the contractor and the State with the approval of the Governor and Executive Council.
   3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. **SPECIFICATIONS:**
   4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. **SCOPE OF WORK:**
   5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   5.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.
   5.3. 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.
   5.4. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) 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. 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. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).
   5.5. 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.

Contractor Initials GM

Date 9/1/2026

5.6. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

5.7. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

5.8. 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.

5.9. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

5.10. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.11. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

5.12. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

6. BACKORDERS AND SUBSTITUTIONS:

6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

7. RETURNED GOODS:

7.1. The Contractor shall provide credit and/or replacement of products that are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor within 48 hours of receipt and at no cost to the State. The Contractor may elect to dispose of product rather than return items to them with no charge to the State if products are delivered spoiled, outdated, damaged or defective, or products shipped in error by the Contractor. The Contractor shall accept returns of non-perishable items if ordered in error by the State at a date agreed upon in writing by both parties or at the next delivery date. All items being returned shall be kept in the appropriate climate-controlled storage by the State until the agreed upon return date.

7.2. Non-perishable products ordered in error by the State shall be returned at a date agreed upon in writing by both parties or at the next delivery date for full credit on the next invoice. 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.

8. DELIVERY LOCATIONS:

8.1. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.

9. DELIVERY:

9.1. If services are provided and the State exercises such option the Contractor shall be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order.

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

10. ADDITIONAL REQUIREMENTS:

Contractor Initials GM

Date 9/1/2026

10.1. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

10.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

10.3. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

10.4. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

10.5. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

10.6. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

11. USAGE REPORTING:

11.1. 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 the Bureau of Purchase and Property, Devin Lahey and sent electronically to devin.m.lahey@das.nh.gov. At a minimum, the report shall include:

11.1.1. Contract Number

11.1.2. Utilizing Agency and Eligible Participant

11.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

11.1.4. 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:

11.1.4.1. Percentage of recycled materials contained within finished products

11.1.4.2. Percentage of waste recycled throughout the manufacturing process

11.1.4.3. Types and volume of packaging used for transport

11.1.4.4. Any associated material avoided and/or recycled as applicable under contract

11.1.4.5. A standardized reporting form will be provided after contract award

11.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

11.1.6. Preferred in Excel format

12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

12.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3129-27, as described herein, and under the terms of this Contract.

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

12.3. 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.

12.4. 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(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

12.5. 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.

12.6. 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.

Contractor Initials GM

Date 9/1/2026

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

13.1. 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.

14. CONFIDENTIALITY & CRIMINAL RECORD:

14.1. 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.

15. ELIGIBLE PARTICIPANTS:

15.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

Contractor Initials GM

Date 9/1/2026

EXHIBIT C - METHOD OF PAYMENT

16. CONTRACT PRICE:

16.1. The Contractor hereby agrees to provide Aggregates Supply and Delivery in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $750,000.00; 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.

17. PRICING STRUCTURE:

17.1. Pricing per ton (Lancaster, NH):

Description	UOM	Unit Cost Picked Up
Winter Sand (Washed)	Ton	$8.15
3/4" Crushed Gravel	Ton	$12.75
3/4" Stapak (Crushed Gravel)	Ton	$16.50
1-1/2" Crushed Gravel	Ton	$11.50
3" Crushed Gravel	Ton	$8.50
Stone Dust	Ton	$17.00
3/4" Crushed Stone	Ton	$17.00
1 1/2 Crushed Stone	Ton	$14.50
3/8" Stone	Ton	$21.50
3/4" Stone	Ton	$17.00
1 1/2" Stone	Ton	$14.50
3-6" Quarry Stone	Ton	$17.00
3" Stone	Ton	$18.00
6+" Stone	Ton	$17.00
Product - Other		
Blasted Ledge	Ton	$19.00
3/8" Ledge Pack	Ton	$16.50
3/4" Ledge Pack	Ton	$16.50
Clean Fill	Ton	$4.50
Recycled Asphalt	Ton	$14.75
Other Available Services (Disposal)		
Asphalt	$100.00/Truck Load	
Concrete - No Metal	$100.00/Truck Load	

17.2. Pricing per ton (Boscawen, NH):

Description	UOM	Unit Cost Picked Up
Sand	Ton	$15.00
Sand (Washed/Screened)	Ton	$15.00
Manufactured Sand (Washed)	Ton	$21.50
3/4" Stapak (Crushed Gravel)	Ton	$15.00
1-1/2" Crushed Gravel	Ton	$14.00

Contractor Initials GM

Date 9/1/2026

3" Crushed Gravel	Ton	$14.40
Stone Dust	Ton	$10.00
Crushed Stone	Ton	$20.00
Dense Crushed Stone	Ton	$20.00
3/8" Blend Crushed Stone	Ton	$26.50
3/4" Crushed Stone	Ton	$20.00
1 1/2 Crushed Stone	Ton	$20.00
7" Crushed Stone	Ton	$21.00
3/8" Stone	Ton	$26.50
3/4" Stone	Ton	$20.00
1 1/2" Stone	Ton	$20.00
3-6" Quarry Stone	Ton	$26.50
3" Stone	Ton	$19.00
6+" Stone	Ton	$21.00
7" Crushed Stone	Ton	$21.00
Product - Other		
Blasted Ledge	Ton	$26.50
3/8" Ledge Pack	Ton	$16.00
3/4" Ledge Pack	Ton	$15.00
HardPak	Ton	$15.00
Clean Fill	Ton	$8.00
Screened Top Soil	Ton	$22.50
Loam	Ton	$22.50
Other Available Services (Disposal)		
Asphalt	$0.00/ton	
Concrete - No Metal	$26.50/ton	

18. CONTRACT PRICES:

18.1. Contract prices shall remain firm for one year and may be adjusted up to 3% on the anniversary date of this contract and shall be in US dollars and shall include delivery and all other costs required by this contract. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

18.2. Price decreases shall become effective immediately as they become effective to the general trade.

18.3. Updated Published Price List MUST be e-mailed to Devin Lahey at devin.m.lahey@das.nh.gov.

19. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

19.1. 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".

20. INVOICE:

Contractor Initials JM

Date 9/1/2026

20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

20.1.1. State of NH purchase order (PO) number if applicable

20.1.2. State of NH contract number

20.1.3. State of NH ordering agency information

20.1.3.1. Name and contact information of ordering individual

20.1.3.2. Name of ordering state agency / department

20.1.3.3. Address of ordering state agency / department

20.1.3.4. Name and contact information of ordering state agency accounts payable office

20.1.4. Date of purchase

20.1.5. Date of delivery

20.1.6. Contractor order number

20.1.7. Contractor account representative name and contact information

20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

20.1.9. Items backordered and their delivery date

20.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

21. DELIVERY RATES

21.1. Delivery rates for materials are based on normal contractor radius and are listed as follows:

21.1.1. Per hour: $115.00

22. PAYMENT:

22.1. 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.

Contractor Initials GM

Date 9/1/2026

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 PECKHAM MATERIALS CORP is a New York Profit Corporation registered to transact business in New Hampshire on May 15, 2025. 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: **995156**
Certificate Number: **0007931249**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2026.

David M. Scanlan
Secretary of State

Corporate Resolution

I, **Jennifer K. Harvey**, **hereby certify** that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of **Peckham Materials Corp**. I hereby certify the
(Name of Corporation)

following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **July 28, 2026**, at which a quorum of the Directors/shareholders were
(Month Day, Year)

present and voting.

VOTED: That **Gary Metcalf – Vice President** (may list more than one person) is
(Printed Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Peckham Materials Corp with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect 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: **8/31/2026**

ATTEST: _____
(Signature)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2026

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	CONTACT NAME: WTW Certificate Center
Willis Towers Watson Northeast, Inc. 4031 Aspen Grove Drive, 4th Floor, Suite 450 Franklin, TN 37067 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Arch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Peckham Materials Corp.
172 Prospect Hill Road
Brewster, NY 10509

COVERAGES **CERTIFICATE NUMBER:** W47842598 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		ZAGLB9222809	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9244109	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWCI9403409	01/01/2026	01/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Aggregates Supply and Delivery 3129-27

New Hampshire Department of Administrative Services is included as an Additional Insured as respects to General Liability Per the Written Contract.

CERTIFICATE HOLDER

New Hampshire Department of Administrative Services
25 Capitol St
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

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