



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



January 16, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment to the contract with Pepperrell Cove Marine Services, Inc. (Pepperrell Cove) Kittery, ME (VC# #174036) (PO# 1045447) to perform moorings services associated with oil spill containment strategies and spill response boats by increasing the contract amount by \$20,000 to \$100,000 from \$80,000, and extending the expiration date to June 30, 2020 from June 30, 2019 effective upon Governor and Council (G&C) approval. 100% Oil Pollution Control Funds. The contract was originally approved by G&C on July 22, 2015, Item #86.

Funding is available in the account as follows. Funding for FY 2020 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2020</u>
03-44-44-444010-1400-102-500731	\$20,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

EXPLANATION

NHDES would like to enter into a **SOLE SOURCE** agreement with Pepperrell Cove for this work because of the expertise and experience they have demonstrated under the existing contract for similar activities. Furthermore, Pepperrell Cove was the only bidder for the present contract awarded in 2015.

NHDES currently administers this contract with Pepperrell Cove in connection with placing and servicing coastal moorings associated with oil spill containment strategies and spill boom barge tethering in the Little Bay and Great Bay waters and in the Piscataqua River. Maintaining this contract for an additional year provides the following benefits to NHDES: (1) on-water capabilities in staff and expertise to place and locate moorings that meet the goals of the NH Oil Spill Response Strategy; (2) continued dependability and flexibility moving/servicing moorings for NHDES spill boom training, oil spill exercises,

and seasonal buoy change-outs; and (3) retaining this vendor for another year under the original cost proposal.

This requested action will enable NHDES to utilize its resources during Fiscal Year 2019 for the preparation of other contract solicitations for expiring contracts and generating documents for new contracts. NHDES believes the extension of the contract will provide the needed time and effort for the contracting staff to focus on four separate contracting efforts instead of working on six contracts and one lease renewal during the same time period. A contract extension request for Great Bay Marine, Inc. has been concurrently submitted for G&C approval. The time extension will result in G&C actions that will be conducted in a more reasonable timeframe for NHDES and NH Department of Justice (DOJ) to have adequate time for reviews.

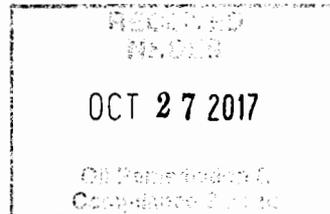
In the event that Oil Pollution Control funds are no longer available, General Funds will not be requested to support this contract amendment. The amendment has been approved as to form, substance, and execution by the Attorney General's Office.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

Attachments



AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the “Amendment”), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the “State”), and **Pepperrell Cove Marine Services, Inc.** at P.O. Box 306, Kittery, ME 03904(the “Contractor”).

WHEREAS, pursuant to an Agreement dated July 7, 2015, approved by the Governor and Executive Council on July 22, 2015 (the “Contract”), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows:

(A) Increase Item 1.8 Price Limitation of the Agreement by \$20,000 from \$80,000 to \$100,000. Exhibit B to the Agreement is modified to reflect the additional payment of \$20,000. The estimated allocation of the amount is set forth in Table B-1 Cost Proposal of Exhibit B, attached hereto.

2. Effective Date of Amendment.

This Amendment provides one additional year of services beginning on July 1, 2019 and continuing until June 30, 2020. This Amendment is effective on July 1, 2019 or later upon Governor and Executive Council approval.

3. Continuance of Contract.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: [Signature]
Robert Scott
Commissioner

Pepperrell Cove Marine Services, Inc.

By: [Signature]
Flora Bush
President

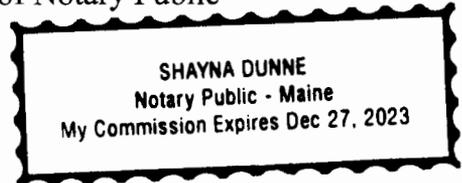
STATE OF Maine
COUNTY OF York

On this 30 day of Sept, 2017, before the undersigned officer, personally appeared Flora Bush, who acknowledged him/herself to be the President, of Pepperrell Cove Marine Services, Inc., who executed the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

Shayna Dunne
Name and Title of Notary Public



Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 1/25/18

By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date:

By: _____



Pepperrell Cove Marine

105 Bartlett St-Rear-Portsmouth, NH 03801

Ph: 603.373.6812 Fax: 603.373.6832

Info@pepcove.com

Certificate of Authority

I, Barry Bush, Treasurer of Pepperrell Cove Marine Services, Inc. hereby certify that Flora Bush is authorized to execute any documents that may be necessary to enter into a contract with the State of New Hampshire.

In Witness whereof, I have hereunto set my hand as the Treasurer of Pepperrell Cove Marine Services, Inc. this 28th day of September, 2017.

Barry Bush

Barry Bush, Treasurer

Notarization

State of Maine

County of YORK

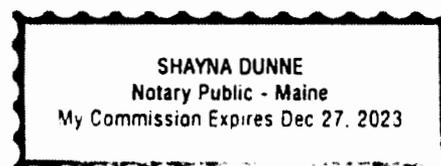
On Sept 30 2017, before me, Barry Bush

The undersigned officer, personally appeared Barry Bush, who acknowledged him/herself to be the Treasurer, of Pepperrell Cove Marine Services, Inc and that he/she, being authorized to do so executed the foregoing instrument for the purposes therein contained.

In witness hereof, I here unto set my hand and official seal

Shayna Dunne
Notary Public or Justice of the Peace

12/27/23
Commission Expires



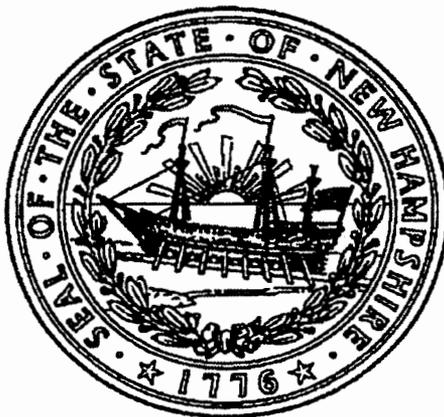
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PEPPERRELL COVE MARINE SERVICES, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on November 27, 2000. 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: 362219



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2017

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 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 International Special Risks 50 Salem Street Building B, 3rd Floor Lynnfield MA 01940	CONTACT NAME: Jami Marad PHONE (AC No. Ext): (781) 295-0270 E-MAIL ADDRESS: jmarad@isr-insurance.com	FAX (AC No.): (781) 246-7830
	INSURER(S) AFFORDING COVERAGE	
INSURED Pepperrall Cove Marine Services, Inc. 105 Bartlett Street - Rear Portsmouth NH 03801	INSURER A: Great American Insurance Co. of NY 22136	
	INSURER B: New York Marine and General Ins 16608	
	INSURER C: Manufacturers Alliance Insurance 36897	
	INSURER D: Markel International Insurance	
	INSURER E: American Longshore Mutual Assoc	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Blanket 17-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CME 891-56-81	4/2/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER PROTECTION & INDEMNITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 P&I LIMIT \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		ML201700001832	4/2/2017	7/1/2018	EACH OCCURRENCE \$ 5,000,000
	DED RETENTION \$ 10,000					AGGREGATE \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	ALMA01208-04	4/2/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N	USL&H COVERAGE 0487165Y WC COVERAGE	4/2/2017	4/2/2018	E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
D	MARITIME EMPLOYERS LIABILITY (JONES ACT)		E160620-039-17	4/2/2017	7/1/2018	any one accident/disease \$1,000,000

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

30 day notice of cancellation except 10 days for non payment of premium.

<C: WC Officer Exclusion applies only to State Act coverage. Officers are included under USL&H.>

CERTIFICATE HOLDER Kent.Finemore@des.nh.gov NH Department of Environmental Services Attn: Kent Finemore Steven Arce P.O. Box 95 29 Hazen Drive Concord, NH 03302-0095	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 Steve Macquarrie/JAMI <i>Steven Arce</i>
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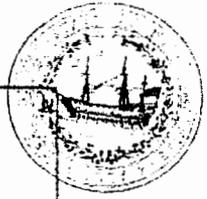
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

Steve Crose



RECEIVED
NHDES
JUL 27 2015
Oil Remediation &
Compliance Bureau

July 1, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Executive Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 7/22/15

ITEM # 86

WMD-WMD-06-2015-01

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a single bid **RETROACTIVE** contract with Pepperrell Cove Marine Services, Inc. (Pepperrell Cove), Kittery, ME, (VC #174036), in the amount of \$80,000.00, to perform mooring services to obtain, inspect, maintain, and relocate moorings associated with oil spill contaminant strategies and spill response boat tethering in the Little and Great Bay areas and Piscataqua River, effective as of July 1, 2015 through June 30, 2019 upon Governor and Council approval. 100% Oil Pollution Control Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2016-2019 is contingent upon availability and continued appropriation of funds.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>TOTAL</u>
03-44-44-444010-1400-102-500731	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services					

EXPLANATION

The Oil Pollution Control Fund (OPCF) established under RSA 146-A provides funding for oil spill response, prevention and preparedness. Revenue for OPCF is from a fee of \$0.0015 per gallon of oil imported into the state. This contract will allow DES to maintain and improve its protection strategy by relocating, maintaining, and installing new permanent anchoring points for deflection boom equipment at the entrance of Little Bay to prevent oil from entering the sensitive environments of Great Bay and Little Bay. This contract is **retroactive** because DES could not secure all the necessary contract documents executed by the contractor until after the deadline for submittals for the June 24, 2015 Governor and Council meeting.

There are five active petroleum storage terminal facilities along the Piscataqua River in Newington and Portsmouth. These facilities have a total storage capacity of approximately 120 million gallons. Deliveries to the facilities (approximately 690 million gallons per year) are by tanker vessels that are required to navigate in a narrow river with a very strong tidal current. Over the years, there have been several spills of petroleum, the most recent of which occurred in 2015.

This Contract is a single bid award because Pepperrell Cove was the only vendor to submit a statement of qualifications and cost proposal. Their offices are located in Kittery, ME, and their shop and yard are located in Portsmouth, NH. Their work vessels are moored near Badgers Island on the Piscataqua River.

DES prepared a Request for Qualifications (RFQ) and Cost Proposal, dated April 10, 2015, to solicit experience and qualifications documentation, and proposed prices for new moorings and the services required for existing DES moorings. Four known mooring vendors were invited, by letter dated April 10, 2015, to submit proposals: 1) Pepperrell Cove Marine Services, Inc., Kittery, ME, 2) Atlantic Aquasport, Rye, NH, 3) Atlantic Mooring Services, Falmouth, ME, and 4) Dive Task, Kittery, ME. The RFQ and Cost Proposal were published in the legal notices in the Portsmouth Herald on April 16, 2015. The RFQ and cost proposal were also posted on the DES web site. DES received only one response from Pepperrell Cove.

DES reviewed the Pepperrell Cove qualifications documentation and cost proposal prices, and found they are responsive to the DES requirements and costs are at fair-market value. In addition to the requested documentation, they submitted a Dive Plan, Emergency Management Plan, and Safe Diving Practices & Safety Manual. This documentation and DES's prior experience with this vendor indicate Pepperrell Cove is a very professional and safety-conscious contractor.

The contract will enable DES to immediately re-locate existing moorings, add weights to hold-in-place specific moorings, place new moorings, change out buoys seasonally, and clean and repair all moorings, as needed, over a four year contract period. The agreement has been approved as to form, substance, and execution by the Office of Attorney General.

We respectfully request your approval of this contract.

fa 

Thomas S. Burack
Commissioner

Attachments

Subject:

Test

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Pepperrell Cove Marine Services, Inc.		1.4 Contractor Address P.O. Box 306, Kittery, ME 03904	
1.5 Contractor Phone Number 603 373-6812	1.6 Account Number 03-44-44- 444010-1400-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$80,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603 271-2229	
1.11 Contractor Signature <i>Flora Bush</i>		1.12 Name and Title of Contractor Signatory Flora Bush, President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>York</u> On <u>June 2, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Jill A. Benoski</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jill A. Benoski JILL A. BENOSKI Notary Public Maine My Commission Expires Apr 7, 2019			
1.14 State Agency Signature <i>Susan Carlson, Chief Operations Officer, for</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Ch. Co. Orr</i> On: <i>7/7/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account, 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials SWP
Date 6/2/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials AP
Date 6/2/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

JUN 23 2015

Off. of Marine Services
600 State St. Room 300
Newport, NH 03858

Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
DES CONTRACT FOR MOORING SYSTEMS PURCHASE, INSPECTION, MAINTENANCE,
AND RE-LOCATION

This Contract work covers marine services by Pepperrell Cove Marine Services, Inc. over a four year period in the Little and Great Bay areas and the Piscataqua River, for the following tasks:

- 1) Purchase, delivery and installation of granite block weights, chain, and float for new mooring systems;
- 2) Conduct full-underwater annual inspections of all existing DES moorings;
- 3) Purchase, delivery and installation of additional granite block weights for existing mooring systems;
- 4) Provide maintenance and repairs, including replacement parts, to existing DES moorings;
- 5) Conduct seasonal buoy change-outs and repairs; and
- 6) Provide services to re-locate existing moorings to designated GPS coordinates.

Pepperrell Cove Marine Services, Inc shall provide all vessels, cranes, divers, work staff, equipment and materials as noted for each task in the scope of work.

Contractor Initials FMB
Date 6/22/2015

Exhibit B
Estimated Budget and Payment Method

I. The Total Budget encumbered for this 4 year contract is \$80,000. based on the Cost Proposal submitted by Pepperrell Cove Marine Services, Inc. (Pepperrell Cove) and the projected needs for each calendar year. [Reference Exhibit B-1]

II. Submission of Invoices by Pepperrell Cove

A. Invoices shall be submitted for each assignment and shall contain at a minimum the following standard information:

1. Vendor name and vendor code.
2. Invoice date and invoice number.
3. Vessel/Trailer name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work scope and quoted price or total based on units approved by DES
6. Work tasks/activity with breakouts for labor, equipment, materials or bid price
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

III. Payments to Pepperrell Cove

- A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the DES coordinator, and may be returned to Pepperrell Cove if incomplete or in error. An invoice approval cover sheet will be completed by the DES contract manager, and once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the DES Accounting Office for processing and payment.
- B. DES will pay Pepperrell Cove the approved invoice amount for each assignment within 45 days of the contract manager's approval. Full payment of the approved amount shall be paid, however DES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
- C. DES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract unit rates, terms and/or conditions, or where the approved assignment budget/quote has been exceeded without DES's written approval. The DES contract manager shall e-mail short-pay information and may send copies of marked up invoices, as needed, to the vendor.

Contractor Initials YMB
Date 6/22/2016

EXHIBIT B-1

Request for Qualifications and Cost Proposal
for
Mooring System Purchase, Inspection, Maintenance and Relocation
4/10/2015

Cost Proposal

Tasks	Unit Cost (\$)	DES Estimated # of Units	Cost Unit Cost X # of Units (\$)
TASK 1: Provide and Install Complete Mooring Systems (NEW) *	--	--	--
Install complete mooring systems: include price of all materials (DES to supply mooring buoy) with up to 60' of chain	2,640.00	4	10,560.00
TASK 2: Provide and Install Additional Weight to Existing Moorings *	--	--	--
Add one 5,000 lb. block to an existing mooring. Connect blocks together with chain.	2,040.00	8	16,320.00
TASK 3: Conduct Annual Mooring Inspections, Repairs and Maintenance *	--	--	--
Perform annual inspection and maintenance check on one (1) mooring.	220.00	1	220.00
Perform annual inspection and maintenance on all moorings. (Currently 19 exist)	195.00	Total price 19	3,705.00
Additional cost per mooring for depths over 50'.	50.00	2	100.00
TASK 4: Conduct Seasonal Buoy Change-outs and Repairs *	--	--	--
Perform Winter Season Buoy Change-outs/Repairs	180.00	Cost per Buoy	180.00
Perform Summer Season Buoy Change-outs/Repairs	180.00	Cost per Buoy	180.00
TASK 5: Re-locate Mooring Systems to New Location *	--	--	--
Move one single weight mooring (5,000 lb) (no diver required)	200.00	1	200.00
Move one 2 weight mooring (2 X 5,000 lb) (diver required)	300.00	5	1,500.00
Move multiple moorings in a single trip	--	Total Price	250.00 per mooring
TASK 6: Other Maintenance and Repairs *	--	--	--
Modifying chain length	180.00	5	900.00
Replacing buoy (not including buoy cost)	180.00	2	360.00
Replace mooring eyebolt	300.00	2	600.00
Replace a Pennant	180.00	3	540.00
Search for lost moorings (vessel, crew, and fuel)	400.00	Cost per Hour	400.00 per hour

Request for Qualifications and Cost Proposal
for
Mooring System Purchase, Inspection, Maintenance and Relocation
4/10/2015

COST OF MATERIALS	--	--	--
Cost per foot of 5/8" HG Long Link Chain	7.78	200 ft	1,556.00
Cost each for 3/4" galvanized shackle	19.00	3	57.00
Mooring block and eye bolt	960.00	6	5,760.00
Mooring block delivery and staging	350.00	5	1,750.00
Cost for new mooring eyebolt	150.00	3	450.00
Cost for new 3/4" swivel	44.81	3	134.43
Pennant, 1" x 20 ft., w/ metal thimble on one end	146.00	5	730.00
Pennant, 3/4" x 20 ft.,	126.00	3	378.00
Mooring Ball, 32" hard skinned with 3" tube-thru-center construction	330.00	4	1,320.00
Can Buoy, Class 5 fast water ionomer foam	DES TO Supply	2	-

* Includes all costs for vessel, crew, crane, fuel and tools.

TOTAL (All TASKS & MATERIALS) = 48,150.43

Note: Quantities listed are approximate and for bid comparisons only. Actual quantities will be determined by DES and may require a contract extension should the quantities increase from the maximum listed above

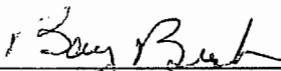
EXHIBIT C
SPECIAL PROVISIONS

None requested or required.

Certificate of Authority

I, Barry Bush, Treasurer of Pepperrell Cove Marine Services, Inc. hereby certify that Flora Bush is authorized to execute any documents that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Treasurer of Pepperrell Cove Marine Services, Inc. this 2nd day of June, 2015.



Barry Bush, Treasurer

Notarization

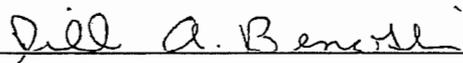
State of Maine

County of York

On June 2, 2015, before me, Barry Bush

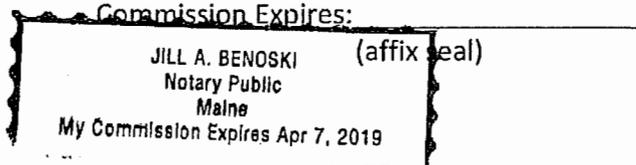
The undersigned officer, personally appeared Barry Bush, who acknowledged him/herself to be the Treasurer, of Pepperrell Cove Marine Services, Inc. and that she/he, being authorized to do so executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public or Justice of the Peace

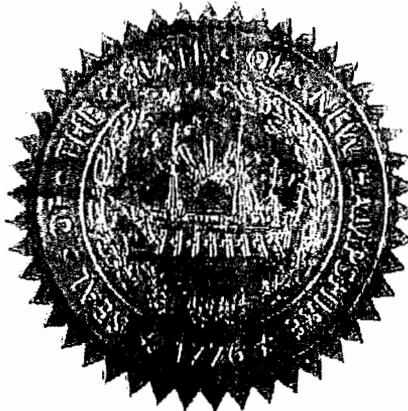
Commission Expires: _____



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Pepperrell Cove Marine Services, Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on November 27, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2015

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 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 International Special Risks 50 Salem Street Building B, 3rd Floor Lynnfield MA 01940	CONTACT NAME: Jami Marad PHONE (A/C No. Ext): (781) 295-0270 E-MAIL ADDRESS: jmarad@isr-insurance.com	FAX (A/C No): (781) 246-7830
	INSURER(S) AFFORDING COVERAGE	
INSURED Pepperrell Cove Marine Services, Inc. 105 Bartlett Street - Rear Portsmouth NH 03801	INSURER A: Great American Insurance Co.	NAIC # 22136
	INSURER B: XL Specialty Insurance	NAIC # 37885
	INSURER C: Manufacturers Alliance Ins Co	NAIC # 36897
	INSURER D: Lloyd's of London	
	INSURER E: American Longshore Mutual Assoc	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Blanket 15 - 16 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Protection & Indemnity Limit \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Protection & Indemnity Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		OMH 891-56-81	4/2/2015	4/2/2016	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 25,000		UM00022994MA15A	4/2/2015	4/2/2016	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		ALMA01208-02 USL&H Coverage	4/2/2015	4/2/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Y/N <input checked="" type="checkbox"/>	N/A	0407165Y Workers' Compensation	4/2/2015	4/2/2016	
D	Maritime Employers Liability (Jones Act)		GT300660j	4/2/2015	4/2/2016	any one accident or disease \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
30 day notice of cancellation except 10 days for non payment of premium.
<C: WC Officer Exclusion applies only to State Act coverage. Officers are included under USL&H.>

CERTIFICATE HOLDER Kent.Finemore@des.nh.gov NH Department of Environmental Services Attn: P.O. Box 95 29 Hazen Drive Concord, NH 03302-0095	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 Steve Macquarrie/JAMI <i>Stephen Macquarrie</i>
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