



The State of New Hampshire JUN10'20 AM10:25 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

June 1, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a single bid contract with Pepperrell Cove Marine Services, Inc. (Pepperrell Cove), Kittery, ME, (VC #174036), in the amount of \$84,000.00, to perform mooring services associated with oil spill responses and boat/spill boom tethering in the Little and Great Bay areas and Piscataqua River, effective as of July 1, 2020 through June 30, 2024 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 2022-2024 is contingent upon availability and continued appropriation of funds.

	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
03-44-44-444010-1400-102-500731	\$21,000	\$21,000	\$21,000	\$21,000
Dept of Environmental Services, Oil Pollution Control, Contracts for Program Services				

EXPLANATION

This contract will allow NHDES to continue to maintain and improve its protection strategy to prevent oil from entering the sensitive environments of Great Bay and Little Bay by relocating, maintaining, and installing new permanent anchoring points for oil spill deflection boom equipment at the entrance to Little Bay.

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 a narrow river with very strong tidal current. Over the years, there have been several spills of petroleum near these facilities, 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 office is located in Kittery, ME, and their shop and yard are located in Newington, NH. Some work vessels are moored at Great Bay Marine on the Piscataqua River. The State

contracted with Pepperrell Cove in the current four-year contract, G&C Item #86 approved on July 22, 2015.

NHDES prepared a Request for Qualifications (RFQ) and Cost Proposal, dated February 14, 2020, to solicit experience and qualifications documentation, and proposed prices for new moorings and the services required for existing DES moorings. Two interested, local mooring vendors were invited, by letter dated February 26, 2020, to submit proposals: 1) Pepperrell Cove Marine Services, Inc., Kittery, ME, and 2) Atlantic Mooring Services, Falmouth, ME. The RFQ and Cost Proposal were published in the legal notices of the Portsmouth Herald on February 21, 2020. The RFQ and cost proposal were also posted on the DES web site under Requests for Proposals since February 24, 2020. NHDES received only one response, from Pepperrell Cove, prior to the due date of March 16, 2020.

NHDES reviewed the Pepperrell Cove qualifications documentation and proposal prices, and found they are responsive to the NHDES 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 NHDES's prior experience with this vendor indicate Pepperrell Cove is a very professional, reliable, and safety-conscious contractor.

The requested action will enable NHDES to continue relocation of existing moorings, providing for seasonal change-out of buoys, and clean and repair all moorings 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.



Robert R. Scott, Commissioner

Attachments

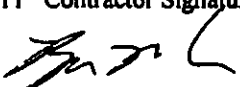
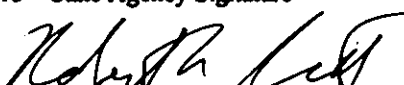
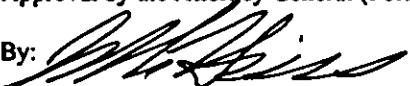
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

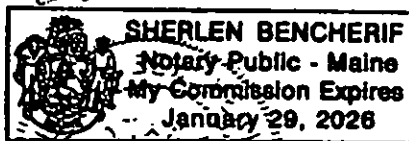
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 0095, Concord 03302	
1.3 Contractor Name Pepperrell Cove Marine Services, Inc.		1.4 Contractor Address PO Box 306, Kittery, ME 03904	
1.5 Contractor Phone Number 603-373-6812	1.6 Account Number 03-44-44-444010-1400-102	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$84,000
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  Date: 4/10/20		1.12 Name and Title of Contractor Signatory Bryan Bush, President	
1.13 State Agency Signature  Date: 6/1/20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Sherlen Bencherif



Contractor Initials EB
Date 4/10/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.8, 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 BAB
Date 7/10/20

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Special Provisions

No Special Provisions are required.

Exhibit B
Scope of Work

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

This Contract covers marine services by Pepperrell Cove Marine Services, Inc. over a four-year period in the Little and Great Bay areas and 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 buoy seasonal change-outs on an annual schedule; 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.

Exhibit C
Estimated Budget and Payment Method

I. The Total Budget awarded for this contract is \$84,000., with \$21,000 encumbered each year, based on the Cost Proposal submitted by Pepperrell Cove Marine Services, Inc (Pepperrell Cove). [Reference Exhibit C-1]

II. **Submission of Invoices by Pepperrell Cove:**

A. Invoices shall be submitted for each assignment and shall contain at 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 NHDES).
4. Period of work being invoiced (start and end dates).
5. Work scope and quoted price or total based on units approved by NHDES
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 NHDES contract manager, and once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the NHDES Accounting Office for processing and payment.

B. NHDES 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 NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.

C. NHDES 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 NHDES's written approval. The NHDES contract manager shall e-mail short-pay information and may send copies of marked up invoices, as needed, to the vendor.

Exhibit Q-1

**Request for Qualifications and Cost Proposal
for
Mooring System Purchase, Inspection, Maintenance and Relocation**

February 14, 2020

Cost Proposal

Tasks	Unit Cost (\$)	DES Estimated # of Units	Est. Cost (\$) Unit Cost x # of Units
TASK 1: Provide and Install Complete Mooring Systems (NEW) *	--	--	--
Install complete mooring systems: include price of (all materials (NHDES to supply mooring buoy) with up to 60' of chain	2,940.00	1	2,940.00
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.	2,340.00	1	2,340.00
TASK 3: Conduct Annual Mooring Inspections, Repairs and Maintenance *	--	--	--
Perform annual inspection and maintenance check on one (1) mooring.	225.00	1	225.00
Perform annual inspection and maintenance on all moorings. (Currently 19 exist)	--	(19) Total price	4,180.00
Additional cost per mooring for depths over 50'.	60.00	1	60.00
TASK 4: Conduct Seasonal Buoy Change-outs and Repairs *	--	--	--
Perform Winter Season Buoy Change-outs/Repairs	200.00	Cost for 11 Buoys	2,200.00
Perform Summer Season Buoy Change-outs/Repairs	200.00	Cost for 11 Buoys	2,200.00
TASK 5: Re-locate Mooring Systems to New Location *	--	--	--
Move one single weight mooring (5,000 lb) (no diver required)	300.00	1	300.00
Move one 2 weight mooring (2 X 5,000 lb) (diver required)	400.00	1	400.00
Move three moorings in a single trip	--	Total Price	1,050.00
TASK 6: Other Maintenance and Repairs *	--	--	--
Modifying chain length	200.00	5	1,000.00
Replacing buoy (not including buoy cost)	200.00	2	400.00
Replace mooring eyebolt	400.00	2	800.00
Replace a Pennant	200.00	5	1,000.00

Request for Qualifications and Cost Proposal
for
Mooring System Purchase, Inspection, Maintenance and Relocation

February 14, 2020

Replace Buoy connection line chain and shackle	200.00	22	4,400.00
Search for lost moorings (vessel, crew, and fuel)	450.00	Cost per 4 Hours	1,800.00
COST OF MATERIALS:	--	--	--
Cost per foot of 5/8" HG Long Link Chain	9.10	Per foot	9.10
Cost each for 3/4" galvanized shackle	22.56	1	22.56
Mooring block and eye bolt	1,060.00	1	1,060.00
Mooring block delivery and staging	450.00	1	450.00
Cost for new mooring eyebolt	200.00	1	200.00
Cost for new 3/4" swivel	53.30	1	53.30
Pennant, 1" x 20 ft., w/ metal thimble on one end	164.00	1	164.00
Pennant, 3/4" x 20 ft.,	144.00	1	144.00
Mooring Ball, 32" hard skinned with 3" tube-thru-center construction	396.00	1	396.00
Can Buoy, Class 5 fast water ionomer foam	—	1	DES TO Supply

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

TOTAL (TASKS 1-6) = 25,295.00

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

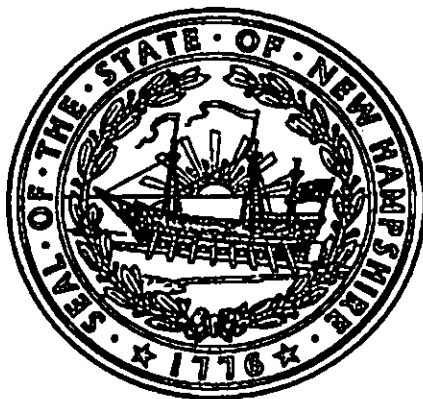
State of New Hampshire
Department of State

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

Certificate Number: 0004823326



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 March A.D. 2020.

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

William M. Gardner
Secretary of State



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 Bryan 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 10th day of April, 2020.



Barry Bush, Treasurer

Notarization

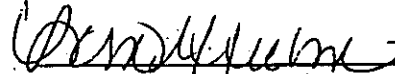
State of Maine

County of York

On May 1, 2020, before me, Lisa G. Aubin

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.



Notary Public or Justice of the Peace

Commission Expires

LISA G. AUBIN
NOTARY PUBLIC
State of Maine
My Commission Expires
July 6, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2020

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 FAX (AC No.): (781) 246-7830 E-MAIL ADDRESS: jmarad@isr-insurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Company</td> <td>22136</td> </tr> <tr> <td>INSURER B: New York Marine and General</td> <td>16608</td> </tr> <tr> <td>INSURER C: Manufacturers Alliance Insurance Co</td> <td>36897</td> </tr> <tr> <td>INSURER D: Markel International Insurance</td> <td></td> </tr> <tr> <td>INSURER E: American Longshore Mutual Assoc</td> <td></td> </tr> <tr> <td>INSURER F: Endurance American Insurance Co</td> <td>10641</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Company	22136	INSURER B: New York Marine and General	16608	INSURER C: Manufacturers Alliance Insurance Co	36897	INSURER D: Markel International Insurance		INSURER E: American Longshore Mutual Assoc		INSURER F: Endurance American Insurance Co
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INSURED Pepperrell Cove Marine Services, Inc. 105 Bartlett Street - Rear Portsmouth NH 03801														

COVERAGES **CERTIFICATE NUMBER:** Blanket 19-20 **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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Protection & Indemnity		X	Y	ONE 891-56-81	7/1/2019	7/1/2020	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 - COM/POP AGG \$ 1,000,000 PMI Limit \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE 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) \$	
F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			ONE10013381601 ML201900001832	7/1/2019 7/1/2019	7/1/2020 7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		0487165Y WC coverage ALKA01208-06 USL&R coverage	7/1/2019 7/1/2019	7/1/2020 7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OYH-ER 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)			B180620-039-19	7/1/2019	7/1/2020	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&R.]
 Certificate Holder is an Additional Insured with Waiver of Subrogation in their favor as respects GL coverage as their interests may appear subject to the terms, conditions, exclusions and endorsements set forth in the policy and as required by written contract.

CERTIFICATE HOLDER Department of Environmental Services 29 Hazen Drive P.O. Box 0095 Concord, NE 03302	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>Steve Macquarrie</i>
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