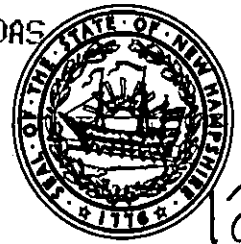




The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

JUN 10 '20 AM 10:28 DAS



June 3, 2020

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 enter into a **Sole Source** contract with Great Bay Marine, Inc. (VC #154266-B001), Newington, New Hampshire, in the amount of \$192,000 to provide docking slips, launching rights and storage space for eight NHDES emergency response boats on Great Bay, effective as of July 1, 2020 through June 30, 2024 upon Governor & Council approval. 100% Oil Pollution Control Fund.

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 the availability and continued appropriation of funds:

	<u>FY 21</u>	<u>FY 22</u>	<u>FY 23</u>	<u>FY 24</u>
03-44-44-444010-1400-102-500731	\$48,000	\$48,000	\$48,000	\$48,000
Dept of Environmental Services, Oil Pollution Control, Contracts for Program Services				

**EXPLANATION**

The NHDES owns a fleet of workboats and oil skimmers needing docking, mooring, and storage on trailers for immediate access to Great Bay on a year-round basis for prompt response to an oil spill or other environmental incident in Great Bay or the Piscataqua River. Great Bay Marine Inc. (GBM) is ideally located to provide this access. NHDES is requesting a **Sole Source** contract with GBM for the following reasons:

- There are only two marina facilities in the Great Bay and Little Bay area providing "ice free" boat docking on a year-round basis with docks large enough for the Department's 20 to 36-foot response boats;
- GBM is the only facility providing docking with access to the 27 to 36-foot response boats during all tidal cycles;
- GBM is the only facility providing boat trailer access to the bay during low tide; and
- The Great Bay Area Oil Spill Response Strategy relies upon year-round, on-water response operations from GBM during all tidal cycles.

The threat of an oil spill is an ever-present concern due to the five active petroleum storage terminal facilities along the Piscataqua River in Newington and Portsmouth, NH. These facilities have a total storage capacity of approximately 125 million gallons. Deliveries to the facilities (approximately 750 million gallons per year) are by tanker vessels requiring navigation in a narrow river with very strong tidal currents. Several spills of petroleum have occurred over the years, including the most recent large spill in 2015. Oil discharges from these facilities or from tanker vessels traveling on the water require immediate response to contain the release and reduce the environmental effects.

This contract provides for the annual rental of: 1) dock slips for NHDES oil spill response and management workboats (four work boats and a skimmer); 2) land storage space and unlimited launching rights for NHDES's 18-foot and 19-foot spill response workboats and 20-foot oil skimmer; and 3) the rental of space for a storage/office trailer and buoys. NHDES also has the option to service the vessels on-site (minor repairs and maintenance) to provide the readiness needed for emergency responses, plus a recently installed security system for NHDES use. Snow removal is included in this contract. These boats are all used in oil release responses, in multi-state and government agency oil spill preparedness exercises, and other on-water preparedness activities in the Great Bay area.

NHDES has leased space from GBM since 1986. As noted above, NHDES entered into a sole source contract because of the spill response challenges presented by the marine conditions and limited marina resources in Great Bay and Piscataqua River.

This contract was approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.

  
Robert R. Scott, Commissioner  
Department of Environmental Services




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****I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 0095, Concord 03302	
1.3 Contractor Name Great Bay Marine, Inc.		1.4 Contractor Address 61 Beane Lane, Newington, NH	
1.5 Contractor Phone Number 603-436-5299	1.6 Account Number 03-44-44-444010-1400-102	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$192,000
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: 5/19/20		1.12 Name and Title of Contractor Signatory Sean McKenna, General Manager	
1.13 State Agency Signature  Date: 6-3-20		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: _____			

  
KAREN C. LYNGE  
NOTARY PUBLIC  
MY COMM. EXPIRES MAY 14, 2024

**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 1.9, 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.

## 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 requested.

Initials: AM  
Date: 5/28/20

## **EXHIBIT B**

### **STATEMENT OF SERVICES**

#### **State of New Hampshire**

#### **NHDES Contract for Docking and Storage of Vessels**

The Contractor shall provide year-round docking (via boat slips) for NHDES vessels at Great Bay Marine (GBM), a lot to locate and operate an office trailer and store buoys, storage of response boats on trailers, and ready access for emergency response operations to the Piscataqua River via the GBM boat ramp.

**Task-1.** There are five NHDES vessels that shall be ready for immediate use and secured at dedicated boat slips in the water, meeting the following requirements:

- a. The GBM floating dock shall have the capacity to secure 27 to 36-foot long work boats and a skimmer. Four of the vessels will be secured at the dock-slips year-round. The other vessel will be secured at the dock slip during winter season only as the vessel will be tethered to a mooring during the summer season. All slips will be accessible to NHDES staff from land and water points.
- b. All vessels that are docked at GBM will have access to water and electric power.
- c. All docked vessels will be protected from ice build-up during the winter and wave action during the summer period.
- d. All docked and stored vessels shall have access to the river during all tidal cycles.

**Task-2.** The lot for the NHDES Office Trailer shall measure approximately 2,450 square feet and provide potable water, electricity, and vehicle parking. The office trailer currently staged at GBM is a shipping container/office trailer, and can be used to store equipment.

**Task- 3.** Storage spaces shall be provided adjacent to both sides of the office trailer to store three NHDES boats on trailers: one 19-foot work boat (Pointer), one 20-foot work boat (Boom slinger), and one 20-foot skimmer (JBF). These spaces shall be accessible 24 hours per day, shall be snow-plowed in the winter and free from build-up of debris year-round. Also, a portion of this land space will be used by a NHDES subcontractor to store the non-seasonal buoys.

**Task-4.** The seasonal boat ramp access shall provide unlimited launching of trailered NHDES vessels and NHDES subcontractor vessels if a spill emergency occurs. GBM shall provide repairs and maintenance for NHDES vessels in accordance with the Cost Proposal in Exhibit C-1 and Winter Storage & Boat Maintenance Schedule of prices in Exhibit C-2.

Initials: AM  
Date: 5/29/20



## EXHIBIT B

### STATEMENT OF SERVICES

(Continued)

Also, GBM shall provide snow removal from the docks for access to the NHDES vessels that are in slips during the winter period, and GBM shall provide NHDES with access to their security cameras via an I-Phone App.

[NOTE: GBM shall provide all docks, rental lot spaces, power, work staff, equipment, and materials for completing each task outlined in the Statement of Work]

Initials: 

Date: 5/29/20

## **EXHIBIT C**

### **CONTRACT PRICE AND PAYMENT PROCESS**

#### **State of New Hampshire**

#### **NHDES Contract for Docking and Storage of Vessels**

**The Contract Price is \$192,000** covering a four-year period with \$48,000 encumbered each of the four years for this NHDES contract.

**Item 1.** NHDES agrees to pay Great Bay Marine (GBM) for the package of services and rentals as specified in the GBM Cost Proposal, dated May 14, 2020 attached as Exhibit C-1. Also, NHDES has provided sufficient funds to utilize GBM for minor repairs and maintenance to the NHDES vessels with prices established by the Cost Proposal and by GBM in accordance with Exhibit C-2.


**Item 2.** NHDES will accept GBM invoices for services completed on a monthly basis or at task completion, review the invoices for details and prices approved in the Cost Proposal, and process for payment within 30-45 days from NHDES approval by the NHDES Contract Manager.

**Item 3.** NHDES agrees to pay an annual rental invoice from GBM within 30 days from the beginning of each State Fiscal Year starting on July 1 of each of the contract years. The rental services shall include: in water slip rentals, on-land storage space rentals, office lot rental and buoy storage, and snow removal. These annual prices are as specified in the GBM Cost Proposal.

**Item 4.** The total amount of payments to GBM authorized by NHDES shall not exceed the annual amounts set forth in this contract unless the terms or exhibits of this contract are revised or a contract amendment has been approved by Governor and Executive Council to exceed the original contract award amount stated above.

#### **Submission of Invoices by Great Bay Marine (GBM):**

- A. Invoices shall be submitted for the annual seasonal rental payment and for each repair/maintenance assignment and shall contain at minimum the following standard information:

Initials:   
Date: 5/28/20

## **EXHIBIT C**

### **CONTRACT PRICE AND PAYMENT PROCESS**

(Continued)

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 price or price based on unit costs approved by NHDES.
6. Work tasks/activity with breakouts for labor, equipment, materials or billed price.
7. A brief explanation of the tasks performed/completed during the billing period.
8. Copies of invoices and bills from all subcontractors and suppliers.

#### **Payments to Great Bay Marine (GBM)**

- a. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the SRCIS coordinator and may be returned to GBM if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES Contract Supervisor. 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 GBM the approved invoice amount for each assignment within 45 days of the Contract Supervisor'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 state funds become unavailable.
- c. NHDES may make partial payment where invoiced costs are not in accordance with the contract unit rates, terms and conditions, or where the approved assignment budget/quote has been exceeded without NHDES's written or verbal approval. The NHDES Contract Supervisor shall email short-pay information and may send copies of marked up invoices, as needed, to GBM for resolution or re-submission to NHDES.

Initials: 

Date: 5/29/20

**EXHIBIT C-1**

**Great Bay Marine Cost Proposal for Services**

### Cost Proposal

Task	12-month Rental Cost(\$)	DES Estimated # of Units	Cost (\$) = Unit Cost x # of Units
<b>TASK 1: Annual Slip Rentals for NHDES boats/vessels:</b>	--	--	--
A. NHDES 01 – 36 ft. Eastern workboat w/power	7,835	4	31,340
B. NHDES 36 – 28 ft. Stanley workboat w/power	6,277	4	25,108
C. NHDES 37 – 31 ft. Eastern workboat w/power	6,861	4	27,444
D. NHDES 38 – 30 ft. Winninghof w/power	6,666	4	26,664
E. NHDES 41 – 27 ft. Skimmer (winter slip) w/power	1,799	4	7,196
<b>TASK 2: Land storage space for NHDES boats/vessels:</b>	--	--	--
A. NHDES 03 – 19 ft. Pointer workboat on/trailer	1,747	4	6,988
B. NHDES 40– 20 ft. Skimmer on/trailer	1,747	4	6,988
C. NHDES 15– 20 ft. Boomslinger on/trailer	1,747	4	6,988
<b>TASK 3: Rental Space for Office/Storage Trailer &amp; Parking:</b>	--	--	--
A. 2,450 s.f. area for shipping container and parking area, including seasonal buoy storage	5,736	4	22,944
<b>TASK 4: Boat Repairs &amp; Maintenance and snow removal:</b>	--	--	--
A. Mechanic - \$ cost/hour for (engine and fuel issues)	103	Per hour	--
B. Technician - \$ cost/hour for (repairs & elec. issues)	103	Per hour	--
C. Annual snow removal and de-icing	2,900	4	11,600
<b>Optional Costs:</b>	--	--	--
A. Disposal of gas/water liquid wastes - \$ cost/gallon	10	Per gallon	--
B. Summer Vessel Storage Cost - \$ cost/foot length	16.75	Per foot	--
C. Winter Vessel Storage Cost - \$ cost/foot length	38.00	Per foot	--
D. Transient Dock Space - \$ cost/foot length/day	2.50	Per foot	--

**TOTAL BID PRICE (TASKS 1-4):** \$173,260

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

*AM*  
5/19/20

**DES BOATS & TRAILERS STORED AT GBM 2020-2021**

<b><u>BOAT</u></b>	<b><u>12 MONTH</u></b>
36' EASTERN (DES 01)	\$7,835 SLIP/POWER
31' EASTERN (DES 37)	\$6,861 SLIP / POWER
30' WINNINGHOF (DES 38)	\$6,666 SLIP / POWER
28' STANLEY (DES 36)	\$6,277 SLIP / POWER
27' SKIMMER (DES 41)	\$1,799 WINTER SLIP / POWER
19' POINTER YEAR ROUND / RAMP	\$1,747
DES 40 YEAR ROUND / RAMP	\$1,747
DES 15 YEAR ROUND / RAMP	\$1,747
LAND BASED TRAILER	\$5,736
SNOW REMOVAL FOR DOCKS AND SLIPS	<u>\$2,900</u>
TOTAL	\$43,315

Weekend storms cleaned up on Mondays

GBM is closed from 12/24 - 1/2 storms cleaned up after return

GBM will provide bubblers in the slips if needed

AM  
5/19/20

**EXHIBIT C-2**

**Great Bay Marine Boat Storage & Boat Maintenance**

BOAT STORAGE  
&  
BOAT MAINTENANCE

2019-2020 RATE SCHEDULE

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## WINTER STORAGE

2019-2020 Season, Sept. 1 – June 30

Rates are calculated on length over all

All boats will be measured

All payments due upon arrival of boat

Call for rates on multi-hulled boats

### TRAILERED BOAT STORAGE

Outside on customer's trailer.....\$29.00/ft

\*Outside on customer's trailer.....\$37.00/ft

Inside on customer's trailer.....\$62.00/ft

\*Inside on customer's trailer.....\$76.00/ft

\*Includes haul, bottom wash and spring launch

### JACK STAND STORAGE

All boat storage on GBM jack stands includes  
haul, bottom wash and spring launch

Outside up to 34'.....\$38.00/ft

Outside 35' and over.....\$42.00 /ft

\*\* Inside up to 36'..... \$80.00 /ft

\*\*Inside 36' and over..... \$7.00/square ft

\*\*All work performed only by GBM techs

Storage locations are assigned at GBM's discretion

Over height boat charge to remove items hindering inside  
storage.....time & materials

Cover boat with thin plastic.....\$60.00/hr  
Access to boats is limited to hours of operation

### SHRINK WRAPPING

(Includes all material and labor)

Does NOT include removal or disposal

Vessel Size (L.O.A.)

Up to 25'.....\$19.00 /ft

26' through 33'.....\$22.00 /ft

34' through 45'.....\$27.00 /ft

46' and over and boats with fly bridge or mast up.....

.....time & materials

Door in shrink wrap.....\$65.00 each

Shrink wrap Disposal Fee.....\$30.00

RATES SUBJECT TO CHANGE WITHOUT NOTICE.

#### TERMS:

Owner/owners are responsible for payment of Insurance or Warranty work.  
2.0% per month interest charge on accounts over 30 days (24% per  
annum). A signed work order is necessary to initiate repair. All charges  
must be paid by cash, bankcard or approved check before boat leaves  
Great Bay Marine premises. Customer is responsible for all balances due  
on labor, materials and/or equipment fees that are unknown at time of  
departure. A credit card is required to be on file at GBM and will be used  
for all unpaid balances after 15 days.

## WINTER DECOMMISSIONING RATE

### INBOARD ENGINES

Rates for winterizing inboard engines include oil change and filter,  
change fuel filters, fog engines(when called for), test alternator output,  
inspect fluid levels and belts, check raw water pump function, spray  
engine with corrosion guard, run non-toxic anti-freeze through engine,  
and visual inspection of engine.

Gas and diesel engines .....time & materials

Waste oil disposal.....\$3.00/gal

Engine Filter Disposal.....\$2.00 each

### WATER SYSTEMS

Rates for winterizing water systems include labor and materials

Flush fresh water-cooling system (p/engine) time & materials

Aux. Generator .....time & materials

Winterize heads (p/head) .....\$40.00

\* Lectrasan Systems.....time & materials

Winterize holding tank (must be empty).....\$40.00

Winterize livewell .....\$50.00

Winterize baitwell.....\$50.00

Winterize pressure water system .....\$95.00

(Includes 2 sinks, 1 shower)

Each additional sink or shower .....\$40.00

Winterize air conditioner (each).....\$40.00

Winterize washing machine ..... time & materials

Winterize bilge pump .....\$40.00

Ice Makers .....time & materials

### STERN DRIVES

Winterizing stern drives include changing oil and filter, changing fuel  
filters, fogging gas engines, testing alternator output, inspecting fluid  
levels and belts, checking raw water pump function, spraying engine  
electrics with corrosion guard, running non-toxic anti-freeze through  
engine, and visual inspection of engine. PLUS inspecting bellows,  
changing lower unit lubricant

Engine and lower unit .....time & materials

### WINTERIZING OUTBOARD ENGINES

Rates on winterizing outboards include changing lower gear lubricant,  
changing fuel filter, fogging engine (when called for), greasing prop  
shaft, greasing engine, greasing steering cable, spraying engine with  
corrosion guard, and visual inspection of engine.

2 stroke.....time & materials

4 stroke..... time & materials

### OUTBOARD STORAGE

Motor removal/installation .....time & materials

Out drive storage .....\$75.00 plus labor

Store outboard .....\$75.00 plus labor

### MASTS

Step/unstep.....	\$90.00 crane charge plus labor and materials
Mast storage inside .....	\$5.00/ft of mast plus labor to disassemble for storage
Mast storage outside.....	\$3.00/ft of mast plus labor to disassemble for storage
Furler Storage.....	\$50.00 each plus labor

\*Winter storage for a boat storing the mast on deck will be charged for the length of the mast. GBM is not responsible for any weather damage to the mast or any missing parts. **Masts cannot be stored under the boat.**

### BATTERIES

Battery removal and installation .....	time & materials
Battery Storage.....	\$40.00 each plus labor

### DINGHIES

Dinghy Storage.....	\$200.00 each plus handling labor
---------------------	--------------------------------------

*All dinghies must be marked. Dinghy cleaning additional*

### REFINISHING

#### PREP & PAINT BOTTOM 1-COAT

*(Rates include all materials and labor)*

Vessel Size (L.O.A.)	
Boats up to 35'.....	\$20.00 /ft
36' to 40'.....	\$23.00 /ft
Over 40'.....	time & materials

Trailered boats – An additional \$7.00 /ft handling charge to unload and load boat from trailer

*Hull Prep and Paint: paint is applied with a roller; waterline is taped off with 1-inch masking tape. Hulls with excessive amounts of growth, i.e. barnacles and tubeworms, will be billed on a time and material basis. Hulls that haven't been bottom painted before will be charged time and materials.*

*Pettit Hydrocoat is our standard paint.  
Specialty paints are extra.*

#### BUFF AND WAX HULL

*(Includes all material and labor)*

Vessel Size (L.O.A.)	
Up to 30'.....	\$17.50 /ft
31' to 35'.....	\$19.00 /ft
36' to 40'.....	\$20.00 /ft
Vessels over 40'.....	time & materials
Compound & wax from gunwales up .....	time & materials

*Vessels with excessive oxidation are billed on a time and materials basis. You will be notified of any deep scratches or dings found in the gel coat surface.*

### EQUIPMENT RATES

35-ton travel lift (minimum 1 hour plus labor).....	\$110.00 /hr
Haul or launch (each way).....	\$7.00 /ft
Emergency Haul (out) .....	\$14.00/ft
Load/Unload Commercial transport trailer.....	\$10.00 /ft
Short haul (boat remains in straps/no blocking, max 1 hour).....	\$8.00 /ft
Bottom pressure wash .....	\$5.00 /ft
Modify or adjust trailers.....	time & materials
Forklift.....	\$90.00 /hr. + labor
Crane.....	\$90.00/hr + labor

(Minimum charge \$85.00)

Tugboat (includes operator and deck hand) .....	\$175.00 /hr
McKee.....	\$40.00 / hr + labor

(Minimum charge 1 hour)

Pickup truck .....	50¢ /mile + \$60.00 /hr labor
Move boat.....	\$5.00/ft

### MISCELLANEOUS

24 hour cancellation fee for haulout.....	\$50.00
Estimates (Credited toward repair if GBM performs work) .....	\$90.00
Sails serviced .....	Call for pricing
Boat Cleaning.....	\$45.00 /hr
General labor.....	\$60.00 /hr
Labor - Skilled.....	\$103.00 /hr
Overtime – after 4:30 PM .....	\$154.50 /hr
Temporary dry storage (30-day maximum) .....	\$1.00 /ft /day
Summer storage (7/1 – 8/30) .....	\$16.75 /ft
Summer trailer storage .....	\$195.00each
Store Outriggers.....	\$50.00 each plus labor
Disposal of waste gas & antifreeze .....	\$10.00 /gal*
Disposal of waste oil.....	\$3.00 /gal
Disposal of oil and gas filters.....	\$2.00 each
Sub-contractor fee.....	\$100.00/day

**\*Note: Any removal of fuel from boats is billed at labor rate plus disposal fee.**

**Minimum half hour labor charge**



[service@greatbaymarine.com](mailto:service@greatbaymarine.com)

## **GENERAL YARD POLICIES**

**Payment is due upon receipt of invoice and before vessel is launched or leaves yard. Any questions or problems with billing or work performed must be reported to Great Bay Marine within 15 days of receipt.** A service charge will be added to all accounts 30 days past due, and all work will be halted until the account is current. The cost of collection of any monies due, including, but not limited to attorneys and Marshall Fees and boat auction fees, will be added. Great Bay Marine reserves the right to haul the boat out of the water upon completion of the work or anytime thereafter and detain the boat in the yard until the account is paid in full. Work performed dockside requires pre-payment based on an estimate of work. Any remaining balances are due upon receipt of invoice. Work over \$500.00 needing a major material purchase requires a deposit. GBM labor rates are \$45.00 /hr. for boat cleaning, \$60.00 /hr. for general labor (compounding, waxing, detailing bottom painting and general help) and \$103.00 /hr. for skilled labor (carpentry, mechanical, and fiberglass work). A labor surcharge of \$10.00 /hr. will be charged to install owner-supplied equipment or materials.

**No outside laborer or independent contractors' work allowed in the yard unless permission is obtained by GBM.** All outside laborers and independent contractors must sign in at the GBM Service Office and submit proper insurance documents. The subcontractor /independent contractor is responsible for maintaining insurance on employees and their work; a copy of the certificate of insurance must be on file with GBM prior to any work being started. **GBM charges a daily fee of \$100.00 for all sub-contractors working in the yard.**

**No open flames are allowed in any area of the yard. Shoring and jack stands must not be moved or adjusted by anyone other than GBM personnel. Tying tarps or ladders to jack stands is prohibited. It is mandatory that all bottom sanding be done with a vacuum sander. All scraping and grinding must be tented, and a drop cloth must be placed under the boat. Paint spraying, sandblasting, welding, power washing, or shrink-wrapping is prohibited by anyone other than a GBM employee or agent. Unused bait and fish remains must not be left in the garbage containers provided by GBM.**

It is the boat owner's responsibility to **check all seacocks**. Owner must inform travel lift crew of any underwater mechanisms or obstructions before setting of straps or assume responsibility for damage of the same. Wooden boats are subject to an additional charge, should more than ½ hour sling time be needed at launch. Extra hauls and launches are billed at the normal rate. Rates for hauling and loading onto trailer or truck allow a maximum of 1-hour sling time. If additional sling time is required, the rate is \$115.00 /hr., with a ½ hour minimum charge.

**Warranty work:** Great Bay Marine guarantees its work to be correct to accepted standards, and will remedy defects upon approval from management. Boats must be delivered to GBM at owner's expense for warranty work. Should yard personnel need to travel to a boat to perform warranty work, owner agrees to pay \$40.00 /hour travel time plus 50¢ per mile round trip.

***All boats must be insured – Certificate of Insurance Required***

61 Beane Lane  
Newington, NH 03801  
Telephone: (603) 436-5299  
FAX: (603) 436-9834  
[www.greatbaymarine.com](http://www.greatbaymarine.com)  
Service Department Hours: 8:00am - 4:30 pm  
Monday through Friday

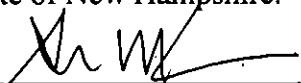


voice – 603.436.5299

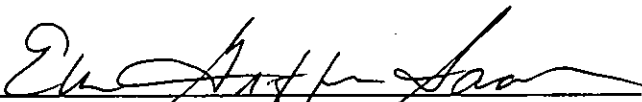
fax – 603.436.9834

### CERTIFICATE OF AUTHORITY

I, Ellen Griffin Saas, President of Great Bay Marine, Inc., do hereby certify that Sean McKenna is authorized to execute any document that may be necessary to enter into a contract with the State of New Hampshire.


  
Sean McKenna

IN WITNESS WHEREOF, I have hereunto set my hand as President of Great Bay Marine, Inc., this 15 day of MAY 2020.

  
Ellen Griffin Saas

STATE OF MAINE  
County of York

On this the 15 day of MAY 2020, before me Karen C. Lynge the undersigned officer, personally appeared Ellen Griffin Saas who acknowledged herself to be President of Great Bay Marine, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained. In witness whereof, I have set my hand and official seal.

  
Notary Public  
**KAREN C. LYNGE**  
NOTARY PUBLIC  
MY COMM. EXPIRES MAY 14, 2024

Commission Expires: \_\_\_\_\_

  
AM  
5/19/20

# State of New Hampshire

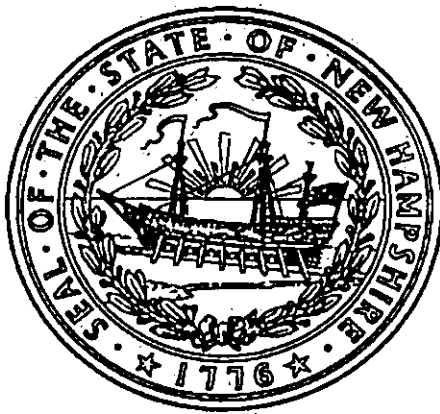
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT BAY MARINE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 14, 1957. 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: 14075

Certificate Number: 0004916569



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. 2020.

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

William M. Gardner  
Secretary of State

AM  
5/19/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2020

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 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).

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street  Laconia NH 03248		<b>CONTACT NAME:</b> Sarah Cullen, AINS, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>FAX (A/C, No):</b> (603) 524-3666 <b>E-MAIL ADDRESS:</b> scullen@crossagency.com	
<b>INSURED</b> Great Bay Marine, Inc. 61 Beane Lane  Newington NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hanover Ins Co. NAIC # 22292 <b>INSURER B:</b> Citizens Ins Co of America 31534 <b>INSURER C:</b> Hanover American Insurance Co. 36084 <b>INSURER D:</b> Ace American Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL205421705 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 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			IHV9929395	05/03/2020	05/03/2021	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWV9922656	05/03/2020	05/03/2021	GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 2,000,000				
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
			BODILY INJURY (Per person) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			IHV9929439	05/03/2020	05/03/2021	BODILY INJURY (Per accident) \$
	DED RETENTION \$		PROPERTY DAMAGE (Per accident) \$				
			Medical payments \$ 5,000				
			EACH OCCURRENCE \$ 7,000,000				
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 N	N/A	WZV9922617	05/03/2020	05/03/2021	AGGREGATE \$ 7,000,000
			PER STATUTE OTH-ER \$				
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
D	Pollution Liability			UST G27167846 008	05/03/2020	05/03/2021	E.L. DISEASE - POLICY LIMIT \$ 500,000
			Per Storage Tank \$1,000,000				
							Ded \$1,000

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

NH Department of Environmental Services is listed as an additional insured where required by written contract.

Marina Sales w/Repair

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Environmental Services PO Box 95 29 Hazen Drive Concord NH 03301	<b>CANCELLATION</b>  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  <i>Sarah Cullen</i>
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