



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 26, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a single bid contract with Lapierre Island Marine Service, Inc. (Island Marine Service), Kittery, ME, (VC #153287), in the amount of \$115,000.00, to perform vessel and trailer services to inspect, maintain, clean/paint, tow and repair DES fleet units in the Little and Great Bay areas and Piscataqua River, effective upon Governor and Council approval through June 30, 2016. 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 2014-2016 is contingent upon availability and continued appropriation of funds.

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>TOTAL</u>
03-44-44-444010-1400-102-500731	\$10,000	\$35,000	\$35,000	\$35,000	\$115,000
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 (1/8 of a cent) per gallon of oil imported into the state. This contract is to maintain and repair the DES fleet of workboats, barges, skimmer boats, and trailers used to satisfy the mission for oil spill response in the coastal bay and river areas.

This contract is a single bid award because Island Marine Service was the only vendor to submit a statement of qualifications and cost proposal. Their repair shop is located in Kittery, ME but their marina and yard are located on Badgers Island on the Piscataqua River. The State has contracted Island Marine Service in the past for a variety of vessel services.

DES prepared a Request for Qualifications (RFQ) and Cost Proposal, dated December 3, 2012, to solicit experience and qualifications documentation, and proposed prices for DES vessel repair and maintenance services required for existing DES boats and trailers. There were five known marina vendors, listed below, that were invited on December 3, 2012 to submit qualifications & cost proposals. The RFQ was published in the legal notices section of the Portsmouth Herald on December 6, 2012.

The RFQ and Cost Proposal was also posted on the DES web site under Requests for Proposals on December 6, 2012.

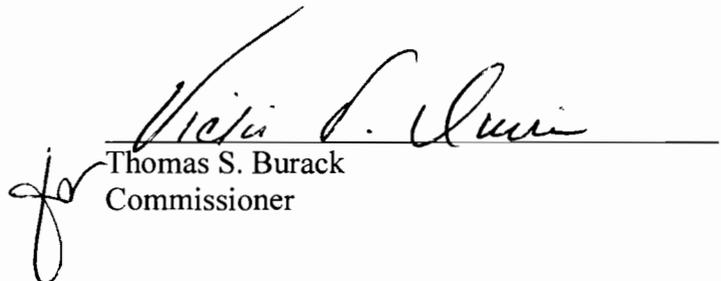
The responses received from prospective area vendors, by the due date of January 10, 2013, are as follows:

- | | | |
|----|-----------------------|--------------------|
| 1. | Island Marine Service | Proposal submitted |
| 2. | Great Bay Marine | Declined to submit |
| 3. | Dover Marine | No Response |
| 4. | Riverfront Marine | No Response |
| 5. | Kittery Point Marine | No Response |

DES reviewed the Island Marine Service 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 documentation on their invoice and tracking system that provides complete service records and detailed cost information.

The requested action will enable DES to immediately schedule boats and trailers for annual maintenance, be available to provide normal and emergency towing services, provide hull cleaning and painting services as needed, and provide expert repairs as needed over a three year and two month 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.


Thomas S. Burack
Commissioner

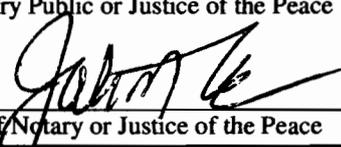
Attachments

Subject: Test FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, P.O. Box 95, Concord, NH 03302</u>	
1.3 Contractor Name <u>LaPierre Island Marine Service, Inc.</u>		1.4 Contractor Address <u>32 Route 236, Kittery, ME 03904</u>	
1.5 Contractor Phone Number <u>207-439-3810</u>	1.6 Account Number <u>03-44-44-444010-1400-102</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$115,000.00</u>
1.9 Contracting Officer for State Agency <u>Steven A. Croce, P.E.</u>		1.10 State Agency Telephone Number <u>603-271-2229</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Darren LaPierre, President</u>	
1.13 Acknowledgement: State of <u>ME</u> , County of <u>York</u> On <u>2/14/13</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  [Seal]		JODI M. NILSSON Notary Public, Maine My Commission Expires June 4, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature  Victoria V. Quiray, Asst. Commissioner for		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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:  On: <u>4-19-13</u>			
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 DC
Date 2/14/13

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 DE
Date 2/14/13

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.

Contractor Initials DE
Date 2/19/13

Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
DES CONTRACT FOR VESSEL REPAIRS AND MAINTENANCE

This Contract work covers marine services by Island Marine Service over a three year period in the Little and Great Bay areas and Piscataqua River, for the following tasks:

- 1) Annual Tune-ups for DES Vessels
- 2) Hull Cleaning and Painting for DES Vessels
- 3) Non-Emergency and Emergency Vessel Towing and Field Repairs for DES Vessels
- 4) DES Boat and Cargo Trailers Maintenance
- 5) Other Repairs and Maintenance as required for DES Vessels

Island Marine Service shall provide all emergency vessels, cranes, work staff, equipment and materials for each task in the scope of work.

Exhibit B
Estimated Budget and Payment Method

I. The Total Budget encumbered for this contract is \$115,000. based on the Cost Proposal submitted by Island Marine Service (Island Marine). [Reference Exhibit B-1]

II. Submission of Invoices by Island Marine

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 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 Island Marine

A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the DES coordinator, and may be returned to Island Marine 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 Island Marine 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.

EXHIBIT B-1

**ISLAND MARINE SERVICE CONTRACT
RATE SHEET (based on Cost Proposal dated 12/19/2012)**

Tasks & Subtasks	Unit Cost	Clarifications
Task 1. Annual Tune-Ups:		
(2) 50 HP Honda Outboard Engine & Vessel	\$1,565.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
(2) 90 HP Honda Outboard Engine & Vessel	\$1,770.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
(1) 90 HP Honda Outboard Engine & Vessel	\$885.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
4 cyl. Diesel Cummings Engine & Vessel	\$1,060.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
6 cyl. Diesel Cummings Engine & Vessel	\$1,325.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
6 cyl. Diesel Detroit Engine & Vessel	\$1,325.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
(1) 150 HP Evinrude FICHT Engine & Vessel	\$595.00	meets DES RFQ requirements for Annual Tune-ups & Maint.
Task 2. Hull Cleaning and Painting:		
Cleaning a single vessel hull	\$8.00 /ft.	incl. ME cleaning disposal fees
Painting a single vessel hull	\$60.00/ft.	meets DES RFQ requirements for Surface Preparation
a. Basic Painting Task, >35 ft.	\$22.00/ft.	incl.sand loose debris, wipe w/acetone, tape-off, antifoul paint
b. Basic Painting Task, ≤ 35 ft.	\$19.00/ft.	incl.sand loose debris, wipe w/acetone, tape-off, antifoul paint
Haul and Launch	\$19.00/ft.	incl. pull from water & place back in water
Task 3. Towing, Field Repairs & Emerg.Work		
Towing Vessel (non-emergency)	\$270.00	Non-Emergency is marina normal work hours 8 AM to 4 PM
Towing Vessel (emergency)	\$405.00	Emergency is marina off-hours & weekends
Mechanic (emergency)	\$142.50	Time and half for mechanic at \$95/hr. for off-hrs and wkends
Task 4. Trailer Maintenance:		
Boat Trailers w/single axle	\$285.00	meets DES RFQ requirements for Annual Trailer Maintenance
Boat Trailers w/double axles	\$380.00	meets DES RFQ requirements for Annual Trailer Maintenance
Cargo Trailers w/double axles	\$380.00	meets DES RFQ requirements for Annual Trailer Maintenance
Task 5. Other Repairs and Maintenance:		
Mechanic	\$95.00/hr	meets DES RFQ requirement for skilled labor
Techician	\$95.00/hr	meets DES RFQ requirement for skilled labor
a. General Labor	-	quoted on a flat (lump sum) rate for each job
Optional Costs:		
Disposal of gas/water mixtures	\$9.00/gallon	
Summer Vessel Storage	\$23.00/ft.	incl. haul and launch as noted above
Winter Vessel Storage	\$39.00/ft.	incl. haul and launch as noted above
Transient Dock Space	\$3.00/ft.	

EXHIBIT C

Special Provisions

1. Section 14.1.1 of the Agreement, regarding general liability insurance, shall be rewritten as follows: "comprehensive general liability insurance against all claims of bodily injury, death or property, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident (occurrence)".

Vendor Initials: DE

Date: 4/8/12

DES Commissioner Initials: VA

Date: 4/10/13



12 Pt 236
Kittery, ME 03904
207-439-8810
Fax 207-139-9715



APR 24 2013
Notary Public
Commission Expires

Corporate Resolution

I, Steve Roberts, hereby certify that I am duly appointed Clerk of

LaPierre's Island Marine Service Inc.. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 11, 2013

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Darren LaPierre, President, is duly authorized to enter into contracts or agreements on behalf of LaPierre's Island Marine Service Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind this corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4/19/13

ATTEST: [Signature]
STEVE ROBERTS

JODI M. NILSSON
Notary Public, Maine
My Commission Expires June 4, 2017

[Signature] 4/19/13

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 Lapierre Island Marine Service, Inc., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on March 11, 2013. I further certify that all fees 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 13th day of March, A.D. 2013

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

William M. Gardner
Secretary of State

