



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

Robert R. Scott, Commissioner



January 22, 2018

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment to the contract (PO# 1050836) with Great Bay Marine, Inc. (GBM), Newington, NH (VC #154266-B001), to provide dock slips, launching rights and storage space for six NHDES emergency response boats, by increasing the contract amount by \$40,000.00 from \$120,000.00 to \$160,000.00, and extending the expiration date to June 30, 2020 from June 30, 2019 effective upon Governor and Council (G&C) approval. 100% Oil Pollution Control Funds. The contract was originally approved by G&C on June 15, 2016, Item #51.

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

	<u>FY2020</u>
03-44-44-444010-1400-102-500731	\$40,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

**EXPLANATION**

NHDES requests to enter into a **SOLE SOURCE** agreement with GBM because this marina is ideally located to provide vessel docking and launching access that allows NHDES to respond promptly to environmental emergencies in Great Bay and the Piscataqua River during all tidal cycles and seasons.

NHDES currently administers this contract with GBM for providing docking and storage spaces for NHDES emergency response boats to respond to coastal issues and oil spills in Great Bay and the Piscataqua River. Maintaining this contract for an additional year provides the following benefits to NHDES: (1) facilities to dock and store vessels that ensure that the goals of the NH Oil Spill Response Strategy are met; (2) annual services dependability and flexibility for NHDES to conduct spill boom training, oil spill exercises, and routine boating operations; and (3) retaining this vendor for another year under the original cost proposal.



This requested action will enable NHDES to utilize its resources during Fiscal Year 2019 for the preparation of solicitations for expiring major contracts and generating documents for new contracts. NHDES believes the extension of this contract will provide needed time and effort for the contracting staff to focus on four separate contracting efforts instead of working on six contracts and one lease renewal during the same time period. A similar contract extension request for Pepperrell Cove Marine Services, Inc. has been submitted for G&C approval. The time extension will result in G&C actions that will be conducted in a more reasonable timeframe as NHDES and NH Department of Justice will be able to perform their reviews and approvals faster. This contract will be put out to bid for fiscal year 2021.

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

We respectfully request your approval.

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

Robert R. Scott, Commissioner

Attachments



## AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Great Bay Marine, Inc.** at 61 Beane Lane, Newington, NH 03801 (the "Contractor").

**WHEREAS**, pursuant to an Agreement dated May 16, 2016, approved by the Governor and Executive Council on June 15, 2016 (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

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

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

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

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows:

(A) Increase Item 1.8 Price Limitation of the Agreement by \$40,000 from \$120,000 to \$160,000. Exhibit B to the Agreement is modified to reflect the additional payment of \$40,000. The estimated allocation of the amount is set forth in Tables B-1 & B-2 Quotes for Services of Exhibit B, attached hereto.

2. Effective Date of Amendment.

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

3. Continuance of Contract.

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



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

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL  
SERVICES

By:   
Robert Scott  
Commissioner

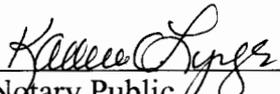
Great Bay Marine, Inc.

By:   
Sean McKenna  
General Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 6 day of OCTOBER, 2017, before the undersigned officer, personally appeared SEAN MCKENNA, who acknowledged him/herself to be the ~~GENERAL MANAGER~~, of Great Bay Marine, Inc., who executed the foregoing instrument for the purpose therein contained.

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

  
Notary Public  
**KAREN C. LYNGE**  
NOTARY PUBLIC  
MY COMM. EXPIRES MAY 14, 2026

KAREN C. LYNGE OFFICE MANAGER  
Name and Title of Notary Public

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 1/25/18 By: 

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: \_\_\_\_\_ By: \_\_\_\_\_

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

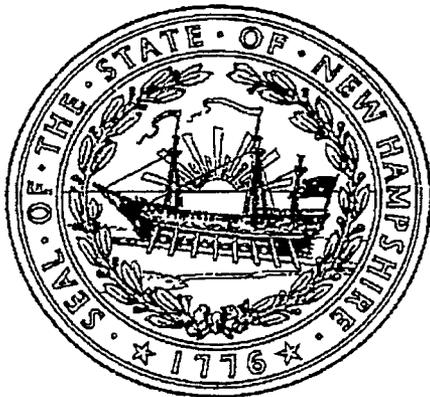
# State of New Hampshire

## 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



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of September A.D. 2017.

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

William M. Gardner  
Secretary of State





voice – 603.436.5299

fax – 603.436.9834



### CORPORATE RESOLUTION

I, Ellen Saas, **hereby certify** that I am duly elected President of Great Bay Marine, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on Friday September 29, 2017 at which a quorum of the Directors were present and voting.

**VOTED:** That Sean McKenna General Manager is duly authorized to enter a contract on behalf of Great Bay Marine, Inc. with the Department of Environmental Services, State of New Hampshire and further is authorized to execute any documents which may in his judgement be desirable or necessary to affect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the 29<sup>th</sup> day of September, 2017. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 9/29/17

ATTEST: *Ellen Saas*





# CERTIFICATE OF LIABILITY INSURANCE

GREAT-7

OP ID: PP

DATE (MM/DD/YYYY)

10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Patrick Payette	Phone: 603-424-9901 Fax: 866-848-1223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Great Bay Marine, Inc Ellen Saas 16 Beane Lane Newington, NH 03801	<b>INSURER A: *Hanover Insurance Company</b>		<b>22292</b>
	<b>INSURER B: Citizens Ins Co Of America</b>		<b>31534</b>
	<b>INSURER C: Mount Vernon Fire Ins</b>		<b>26522</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		IHV9929395	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EPL2550811	05/03/2017	05/03/2018	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV99222656	05/03/2017	05/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		IHV9929439	05/03/2017	05/03/2018	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	05/03/2017	05/03/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Marina Operators Legal Liability</b>		IHV9929395	05/03/2017	05/03/2018	<b>Occurrence</b> \$ 1,500,000

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

The certificate holder is included as an additional insured where required by written contract.  
Marina sales w/Repair

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Environmental Services  
 29 Hazen Drive,  
 P.O. Box 95  
 Concord, NH 03302

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

*Patrick L. Payette*

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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*Steve Crow*



Thomas S. Burack, Commissioner

May 12, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**APPROVED G & C**

DATE 6/15/16  
ITEM # 51

**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 \$120,000.00 to provide dock slips, launching rights and storage space for six NHDES emergency response boats on Great Bay, effective as of July 1, 2016 through June 30, 2019 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 2017-2019 is contingent upon the availability and continued appropriation of funds:

<u>Account Number</u>	<u>FY 2016</u>	<u>FY 2018</u>	<u>FY 2019</u>
03-44-44-444010-1400-102-500731	\$40,000	\$40,000	\$40,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services			

**EXPLANATION**

The DES has a fleet of workboats, barges and oil skimmer that it needs to dock, moor, and store on trailers to immediately access the Piscataqua River and Great Bay on a year-round basis in the event of an oil spill or other environmental incident in Great Bay or the Piscataqua River. Great Bay Marine Inc. (GBM) is ideally located to provide that access to allow NHDES to respond promptly to environmental emergencies. NHDES is requesting a **Sole Source** contract with GBM for the following reasons:

1. There are only two marina facilities in the Great Bay and Little Bay area that can provide "ice free" boat docking on a year-round basis for the Department's 20 to 36-foot response boats;
2. Of the two marinas in the Great Bay and Little Bay area, GBM is the only facility that can provide docking with access to the 20 to 36-foot response boats during all tidal cycles;

3. GBM is the only facility that can provide boat trailer access to the Bay during low tide; and
4. The Great Bay Area Oil Spill Response Strategy relies upon year-round, on-water response operations 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 millions gallons per year) are by tanker vessels that are required to navigate in a narrow river that has a very strong tidal current. Over the years there have been several spills of petroleum, including the most recent large spill that occurred in 1996. Oil spills from these facilities or from the tanker vessels that travel on the river require immediate response to contain the spills and reduce the environmental effects.

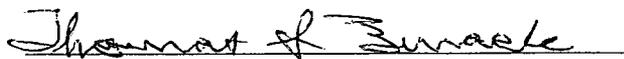
This contract provides for the annual rental of: 1) dock slips for six DES oil spill response and management workboats (four work boats, a skimmer and a platform barge); 2) land storage space and unlimited launching rights for NHDES's 18-foot and 19-foot spill response workboats; and 3) the rental of space for a work/office trailer. 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 security system has been installed that NHDES can utilize. Snow removal has also been included in this contract.

The boats are used to respond to oil spills, participate in oil spill preparedness exercises, and conduct other on-water preparedness activities in the Great Bay area. Additionally, the vessels are used to assist the NHDES shellfish program with sampling tasks during inclement weather and during the winter months. The vessels must be accessible and able to be used on a 24 hour per day basis. The office/work trailer is used for equipment storage and as a small field office. Additionally, the trailer will be used as a staging area office in the event of a large oil spill.

NHDES has leased space from GBM since 1986. The current contract, covering a three year period to June 30, 2016, was approved by Governor and Council on April 17, 2013 (item #75). As noted above, NHDES entered into a sole source contract because of the spill response challenges presented by the marine conditions in the Piscataqua River and Great Bay.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner  
Department of Environmental Services

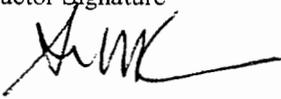
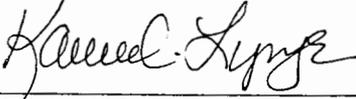
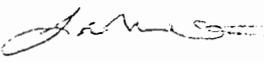
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name Great Bay Marine, Inc.		1.4 Contractor Address 61 Beane Lane, Newington, NH 03801	
1.5 Contractor Phone Number 603-436-5299	1.6 Account Number 03-44-44-444010-1400-102	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$120,000.00
1.9 Contracting Officer for State Agency Steven A. Croce		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean McKenna General Manager	
1.13 Acknowledgement: State of MAINE, County of YORK  On APRIL 20, 2016, 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace KAREN C. LYNGE NOTARY			
1.14 State Agency Signature  Date: 5/12/2016		1.15 Name and Title of State Agency Signatory Thomas Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  In Absent Atty Genl On: May 16, 2016			
1.18 Approval by the Governor and Executive Council (if applicable)  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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

#### 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

## EXHIBIT A

### 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 DES vessels at Great Bay Marine (GBM), a lot to locate and operate an office trailer, 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 six DES vessels that shall be ready for immediate use and secured at dedicated boat slips in the water, meeting the following requirements:

1. The GBM floating dock shall have the capacity to secure 20 to 36-foot long work boats and a skimmer plus a platform barge. Four of the vessels will be secured at the dock-slips year-round. The other two vessels will be secured at the dock slips during winter season only as these two vessels will be moored during the spring, summer, and fall (i.e. ice-out to ice-in period). All slips will be accessible to DES staff from land and water points.
2. All vessels that are docked at GBM will have access to water and electric power.
3. All docked vessels will be protected from ice build-up during the winter and wave action during the summer period.
4. All docked and stored vessels shall have access to the river during all tidal cycles.

Task-2. The lot for the DES Office Trailer shall measure approximately 2,450 square feet and provide potable water, electricity, and vehicle parking. The office trailer currently staged at GBM, or a comparable replacement trailer, will be used for this purpose under this contract.

Task-3. Storage spaces shall be provided adjacent to both sides of the office trailer to store two DES boats on trailers: one 19-foot work boat and one 18-foot work boat. 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, storage-space for the boat trailer to the 27 foot skimmer (DES-#41) shall be provided nearby.

Task-4. The seasonal boat ramp access shall provide unlimited launching of trailered DES vessels and DES subcontractor vessels if a spill emergency occurs.

Task-5. GBM shall provide minor repairs and maintenance for DES vessels in accordance with their Winter Storage & Boat Maintenance Schedule of prices in Exhibit B-2.

AW  
4/20/16

**EXHIBIT A**

**STATEMENT OF SERVICES**

(Continued)

Task- 6. GBM shall provide snow removal from the docks for access to the six DES vessels that are in slips during the winter period.

Task- 7. GBM shall provide DES 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]

*AM*  
4/20/18

**EXHIBIT B**

**CONTRACT PRICE AND PAYMENT PROCESS**

**State of New Hampshire**

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

**The Contract Price is \$120,000** covering a three year period with \$40,000 encumbered each of the three years for this DES contract.

Item 1. DES agrees to pay Great Bay Marine (GBM) for the special package of services and rentals as specified in the GBM Cost Proposal, dated March 1, 2016 attached as Exhibit B-1. Also, DES has provided sufficient funds to utilize GBM for minor repairs and maintenance to the DES vessels with prices established annually by GBM in accordance with Exhibit B-2.

Item 2. DES 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 45 days from DES approval by the DES Contract Manager.

Item 3. DES agrees to pay an annual rental invoice from GBM within 90 days from the beginning of each State Fiscal Year starting on July 1 of each of the contract years. The rental services shall include: slip rentals, storage space rentals, office lot rental, and snow removal. These annual prices are as specified in the GBM Cost Proposal, dated March 1, 2016.

Item 4. The total amount of payments to GBM authorized by DES shall not exceed the annual amounts set forth in this contract unless the terms 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 rental payment and for each repair/maintenance — 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 price or price based on unit costs approved by DES.
6. Work tasks/activity with breakouts for labor, equipment, materials or billed price.

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4/20/16

**EXHIBIT B**

**CONTRACT PRICE AND PAYMENT PROCESS**

(Continued)

7. A brief explanation of the tasks performed/completed during the billing period.
8. Copies of invoices and bills from all subcontractors and services.

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

- A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the DES coordinator and may be returned to GBM if incomplete or in error. An invoice approval cover sheet will be completed by the DES Contract Manager. 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 GBM 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 state funds become unavailable.
- C. DES 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 DES's written or verbal approval. The DES Contract Manager shall e-mail short-pay information and may send copies of marked up invoices, as needed, to GBM for resolution or re-submission to DES.

*AM*  
4/28/16

**EXHIBITS B-1 and B-2**

**Great Bay Marine Quotes for Services**



voice – 603.436.5299

fax – 603.436.9834

March 1 2016

## NH DEPT. OF ENVIRONMENTAL SERVICE CONTRACT

36' EASTERN (DES 01)	\$7,322 SLIP/POWER
31' EASTERN (DES 37)	\$1,873 WINTER ONLY /POWER
30' PLATFORM (DES 04)	\$5,845 SLIP/POWER
30' WINNINGHOF (DES 38)	\$6,230 SLIP/POWER
23' CAROLINA SKIFF (DES 36)	\$4,571 SLIP/POWER
27' SKIMMER (DES 41)	\$1,681 WINTER ONLY /POWER
19' POINTER YEAR ROUND/RAMP	\$1,633
18' MCKEE YEAR ROUND/RAMP	\$1,633
LAND BASED TRAILER	\$2,390
BOAT TRAILER FOR (DES 41)	\$150
	<hr/>
	\$33,328 WINTER SLIPS ARE Nov 1-May 1
SNOW REMOVAL FOR DOCKS AND 6 DES BOATS THAT ARE IN SLIPS.*	\$2,500
	<hr/>
	\$35,828

\*WEEKEND STORMS WILL BE CLEANED UP ON MONDAYS.

\*GBM IS CLOSED FROM CHRISTMAS EVE UNTIL NEW YEARS DAY, ANY STORMS IN THAT TIME PERIOD WILL BE CLEANED UP WHEN WE RETURN.

GBM WILL INSTALL BUBBLERS BY THE SLIPS IF NEEDED TO KEEP THE BOATS FROM GETTING ICED IN. WE CAN SET YOU UP WITH THE APP FOR THE CAMERAS.

Sean McKenna

General Manager, Great Bay Marine

61 Beane Lane / Newington, New Hampshire 03801  
cs@greatbaymarine.com

**WINTER STORAGE**

2015-2016 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.....\$27.00/1ft
- \*Outside on customer's trailer.....\$36.00/1ft
- Inside on customer's trailer.....\$59.00/1ft
- \*\*Inside on customer's trailer.....\$73.00/1ft

\*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'.....\$36.00/1ft
- Outside 35' and over.....\$39.00 /1ft
- \*\* Inside up to 38'..... \$77.00 /1ft
- \*\*Inside 39' and over..... \$6.00/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

- Vessel Size (L.O.A.)
- Up to 25' ..... \$18.00 /ft
  - 26' thru 33' .....\$21.00 /ft
  - 34' thru 45'.....\$26.00 /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

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**MASTS**

Step/unstep.....\$85.00 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'.....\$19.00 /ft  
 36' to 40'.....\$22.00 /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  
 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 .....\$4.50 /ft  
 Modify or adjust trailers. ....time & materials  
 Forklift. .... \$85.00 /hr. + labor  
 Crane. ....\$85.00/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) .....\$85.00  
 Sails serviced .....Call for pricing  
 Boat Cleaning. ....\$45.00 /hr  
 General labor.....\$60.00 /hr  
 Labor - Skilled.....\$90.00 /hr  
 Overtime – after 4:30 PM .....\$130.00 /hr  
 Temporary dry storage (30-day maximum) .....\$1.00 /ft /day  
 Summer storage (7/1 – 8/30) .....\$16.50 /ft  
 Summer trailer storage .....\$175.00each  
 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

4/22/16 AM  
 3:28:16 MJ

**EXHIBIT C**

**Special Provisions**

None Requested

4/20/10  
AM



voice – 603.436.5299

fax – 603.436.9834

## CORPORATE RESOLUTION

I, Ellen Saas, **hereby certify** that I am duly elected President of Great Bay Marine, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on Wednesday April 20, 2016 at which a quorum of the Directors were present and voting.

**VOTED:** That Sean McKenna General Manager is duly authorized to enter a contract on behalf of Great Bay Marine, Inc. with the Department of Environmental Services, State of New Hampshire and further is authorized to execute any documents which may in his judgement 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 20<sup>th</sup> day of April, 2016. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 4-20-16

ATTEST: *Ellen Saas*

# 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 corporation duly incorporated under the laws of the State of New Hampshire on November 14, 1957. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State

