



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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May 19, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Great Bay Marine, Inc. (GBM), Newington, NH, (VC #154266B001), in the amount of \$288,250 to inspect, maintain, clean/paint, tow and repair NHDES fleet units in the Little and Great Bay areas and Piscataqua River, effective as of July 1, 2023 through June 30, 2027, upon Governor and Council approval. 100% Oil Pollution Control Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2024-2025 and FY 2026-2027 is contingent upon availability and continued appropriation of funds.

Fund Name and Account Number 03-44-44	FY 2024	FY 2025	FY 2026	FY 2027	Total
Oil Pollution Control Fund 444010-1400-102-500731	\$72,062.50	\$72,062.50	\$72,062.50	\$72,062.50	\$288,250

EXPLANATION

The Oil Pollution Control Fund (OPCF), established under RSA 146-A, provides funding for oil spill response, prevention, and preparedness. This NHDES contract will maintain and repair the fleet of workboats, barges, skimmer boats, and trailers used to satisfy our mission for oil spill response in the coastal bay and river areas.

NHDES prepared a Request for Qualifications (RFQ) and Cost Proposal, dated March 24, 2023, to solicit experience and qualification documentation, and proposed prices for NHDES vessel repair and annual maintenance services required on NHDES boats and trailers. There were two interested marina vendors, listed below, that were invited to submit qualifications and cost proposals on March 24, 2023. Kittery

Point Yacht Yard, located in Eliot, ME, currently holds a contract with NHDES for vessel maintenance and repairs which expires on June 30, 2023.

The responses from two prospective area vendors, with a due date of April 14, 2023, were as follows:

- | | | |
|----|---------------------------------|--------------------|
| 1. | Great Bay Marine (GBM) | Proposal Submitted |
| 2. | Kittery Point Yacht Yard (KPY)Y | No Submittal |

NHDES received a single bid package from GBM, which was reviewed for marina facility information and price estimates. In addition to the price proposal, the following evaluation factors helped in selecting GBM:

- The towing distance to the facility is negligible. NHDES dock/yard is located on-site.
- GBM has 20 full-time staff at the facility in Newington, NH.
- GBM has been in business for 67 years.
- The GBM facility is gated and camera monitored.

This requested action will enable NHDES to immediately schedule boats and trailers for annual maintenance, make available normal and emergency towing services, provide for scheduled hull cleaning and painting services, and provide for expert repairs over the four-year contract period.

The agreement has been approved as to form, substance, and execution by the Office of Attorney General.

We respectfully request your approval.



Robert R. Scott
Commissioner

Attachments

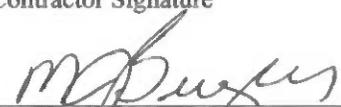
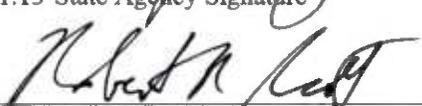
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

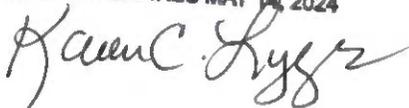
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
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 Unit and Class 03-44-44-444010-1400-102	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$288,250.00
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 5.10.23		1.12 Name and Title of Contractor Signatory Sean McKenna, General Manager	
1.13 State Agency Signature  Date: 5/22/23		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: 5/31/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

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

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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

There are no special provisions.

Contractor Initials



Date 5.16.23

EXHIBIT B

STATEMENT OF SERVICES

- **State of New Hampshire**

NHDES Contract: Vessel & Trailer Repairs and Maintenance

The Contractor – **Great Bay Marine, Inc. (GBM)** shall provide annual maintenance and repair services for NHDES vessels docked at and stored on trailers at Great Bay Marine, NH, and for emergency repairs and recovery on the Piscataqua River and Great Bay.

The following primary tasks are included in the scope of work under this contract –

Task - 1 Annual Tune-ups and Maintenance for NHDES engines and vessels.

Task - 2 Hull Cleaning and Painting including haul and launch.

Task - 3 Towing, Field Repairs, and Emergency Work.

Task - 4 Trailer (vessel and cargo types) Maintenance including Power Packs.

Task - 5 Other Repairs and Maintenance to NHDES vessels and engines

[NOTE: GBM shall provide all dock space, on-land repair facilities, parking, power, work staff, subcontractors, equipment, tools and materials for completing each task outlined in the above Statement of Services.]

Contractor Initials

Date 5.16.23

EXHIBIT C

CONTRACT PRICE AND PAYMENT PROCESS

State of New Hampshire

NHDES Contract: Vessel & Trailer Repairs and Maintenance

- I. The Contract Price is \$288,250.00** covering a four-year period with \$72,062.50 encumbered each of the fiscal years for this NHDES contract.

Part 1- NHDES agrees to pay Great Bay Marine, Inc. (GBM) for the NHDES vessel and trailer maintenance services and repairs as provided in the GBM Cost Proposal, dated April 10, 2023, attached as Exhibit B-1.

Part 2 - NHDES shall pay for all assigned work in accordance with the NHDES Request for Qualifications titled: "Request for Qualifications and Cost Proposal for Vessel and Trailer Repairs and Maintenance", dated March 24, 2023.

Part 3 ; The total amount of payments to GBM authorized by NHDES shall not exceed the annual encumbered 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.

Part 4 - For the initial contract year, NHDES shall establish the items, unit prices, subcontract administration and labor rates for certain categories at the not-to-exceed rates provided in the Cost Proposal. For subsequent years, and at its discretion, NHDES may add new items to the Cost Proposal and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of the Contract shall not be increased without Governor and Council approval.

Contractor Initials

Date

mfp
5.10.23

EXHIBIT C

CONTRACT PRICE AND PAYMENT PROCESS

(Continued)

II. Submission of Invoices by GBM -

A. Invoices shall be submitted for each repair and/or maintenance assignment and shall contain, at a minimum, the following standard information:

1. Vendor name and billing address.
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 based on bid amounts or quoted prices approved by NHDES.
6. Item numbered tasks/activities performed at bid prices.
7. A brief explanation of the tasks performed/completed during the billing period.
8. Copies of invoices and bills for all subcontractor services.

III. Payments to GBM -

- A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the NHDES and may be returned to GBM if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES Contracting Officer. 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 Contracting Officer'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. Also, NHDES may make partial payments where invoiced costs are not in accordance with the contract bid prices, terms and conditions, or where the approved assignment budget/quote has been exceeded without NHDES' written approval. The NHDES Contracting Officer shall email short-pay information and may send copies of marked up invoices, as needed, to GBM for resolution or re-submission to NHDES.

Contractor Initials

Date

mf
5/16/23

Request for Qualifications and Cost Proposal for
Vessel and Trailer Repairs and Maintenance
March 24, 2023

Cost Proposal

Task	Unit Cost (\$)	DES Estimated # of Units	Cost (\$) = Unit Cost x # of Units
TASK 1: Annual Tune-ups and Maintenance for DES engines/vessels: [REDACTED]	--	--	--
A. DES 36 – 24 ft. Landing Craft w/ 225 HP Yamaha four-stroke Engine	\$1,820.00	4	\$7,280.00
B. DES 40 – 20 ft. Skimmer w/(2) 90HP Suzuki Outboard Engines & (1) diesel power pack	\$2,660.00	4	\$10,640.00
C. DES 41 – 27 st. Skimmer w/(2) 90 HP Suzuki Outboard Engines & (1) diesel power pack	\$2,660.00	4	\$10,640.00
D. DES 03 – 20 ft. Skiff w/(1) 150 HP Honda Outboard Engine	\$1,820.00	4	\$7,280.00
E. DES 15 – 20 ft. Skiff w/(1) 150 HP Honda Outboard Engine	\$1,820.00	4	\$7,280.00
F. DES 01 w/6 cyl. Diesel Cummins Engine	\$2,200.00	4	\$8,800.00
G. DES 38 w/6 cyl. Diesel Cummins Engine	\$2,200.00	4	\$8,800.00
H. DES 37 w/6 cyl. Diesel Volvo Engine	\$2,200.00	4	\$8,800.00
TASK 2: Hull Cleaning and Painting:*	--	--	--
A. Cleaning a single Vessel Hull; \$/foot length	\$7.00	300 ft	\$2,100.00
B. Painting a single Vessel Hull: \$/foot length	\$23.00	300 ft	\$6,900.00
C. Haul and Launch: \$/foot length	\$12.00	250 ft	\$3,000.00
TASK 3: Towing, Field Repairs, and Emergency Work:*	--	--	--
A. Towing Vessel (non-emergency) *- \$ cost/hour	\$225.00	100 hrs	\$22,500.00
B. Towing Vessel (emergency) *- \$ cost/hour	\$350.00	50 hrs	\$17,500.00
C. Registered Mechanic (emergency) - \$ cost/hour	\$195.00	50 hrs	\$9,750.00
TASK 4: Trailer Maintenance: [REDACTED]	--	--	--
A. Trailer for (2) 20 foot boats	\$280.00	8	\$2,240.00
B. Trailer for 24 foot boat	\$350.00	4	\$1,400.00
C. Trailers for 20 & 27 foot skimmers –double axle	\$420.00	8	\$3,360.00
D. Double-axle Cargo Types (5)	\$420.00	20	\$8,400.00
E. Double-axle Reel Types (2) with diesel power packs	\$840.00	8	\$6,720.00
F (3) diesel power packs inside cargo trailers	\$390.00	12	\$4,680.00
TASK 5: Parts, Repairs and Maintenance:	--	--	--
A. Mechanic - \$ cost /hour for (engine type and fuel issues)	\$140.00	600 hrs	\$84,000.00
B. Technician - \$ cost /hour for (vessel repair, painting and electrical issues)	\$90.00	400 hrs	\$36,000.00

mfp
5.10.23

Request for Qualifications and Cost Proposal for
 Vessel and Trailer Repairs and Maintenance
 March 24, 2023

C. Estimated parts cost per vessel/engine annual maintenance	\$175.00	30	\$5,250.00
D. Estimated parts cost per trailer annual maintenance	\$85.00	58	\$4,930.00
Optional Costs:	--	--	--
A. Disposal of gas/water liquid wastes - \$ cost/gallon	\$15.00	--	--
B. Summer Vessel Storage Cost - \$ cost/foot length	\$18.00	--	--
C. Winter Vessel Storage Cost - \$ cost/foot length	\$44.00	--	--
D. Transient Dock Space - \$ cost/foot length/day	\$3.00	--	--

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

TOTAL BID PRICE (TASKS 1-5): \$288,250.00

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

mfp
5.16.23

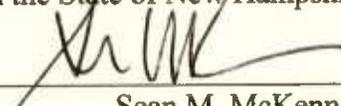


voice – 603.436.5299

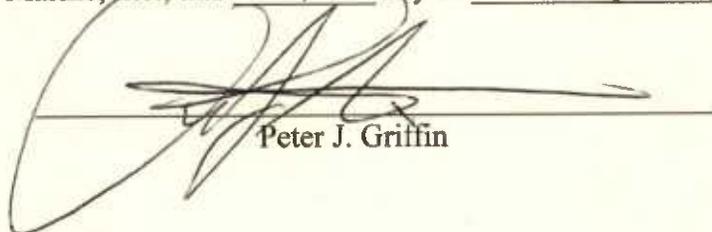
fax – 603.436.9834

CERTIFICATE OF AUTHORITY

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

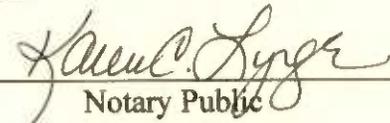

Sean M. McKenna

IN WITNESS WHEREOF, I have hereunto set my hand as the Director of the Board of Great Bay Marine, Inc., this 9th day of MAY 2023.


Peter J. Griffin

STATE OF MAINE
County of York

On this the 9th day of MAY 2023, before me Karen C. Lyngé the undersigned officer, personally appeared Peter J. Griffin who acknowledged himself to be the Director of the Board 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: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0006225805



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2023

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).

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C, No, Ext): (603) 524-2425 E-MAIL ADDRESS: sarah.cullen@crossagency.com	FAX (A/C, No): (603) 524-3666
	INSURER(S) AFFORDING COVERAGE	
INSURED Great Bay Marine, Inc. 61 Beane Lane Newington NH 03801	INSURER A: Hanover Ins Co.	NAIC # 22292
	INSURER B: Citizens Ins Co of America	31534
	INSURER C: Hanover American Insurance Co.	36064
	INSURER D: ACE American Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL235833694

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	05/03/2023	05/03/2024	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
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			AWV9922656	05/03/2023	05/03/2024	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	05/03/2023	05/03/2024	BODILY INJURY (Per accident) \$
	DED RETENTION \$						PROPERTY DAMAGE (Per accident) \$
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/A	WZV9922617	05/03/2023	05/03/2024	Medical payments \$ 5,000
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Pollution Liability			USTG27167846011	05/03/2023	05/03/2024	Per storage tank incident 1,000,000 Aggregate Limit \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services PO 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 
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