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Robert R. Scott, Commissioner

1666

June 5, 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 single bid contract with Pepperrell Cove Marine Services, Inc. (Pepperrell Cove), Kittery, ME, (VC #174036-R001), in the amount of \$114,800.00, to perform mooring services related to moorings associated with oil spill responses and boat/spill boom tethering in the Little and Great Bays 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 2024-2027 is contingent upon availability and continued appropriation of funds.

<u>Account Number</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>Total</u>
03-44-44-444010-1400-102-500731	\$28,700	\$28,700	\$28,700	\$28,700	\$114,800
Dept Environmental Services, Oil Pollution Control, Contracts for Program Services					

EXPLANATION

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

There are five active petroleum storage terminal facilities along the Piscataqua River in Newington and Portsmouth. These facilities have a total storage capacity of approximately 120 million gallons. Deliveries to the facilities (approximately 690 million gallons per year) are by tanker vessels that are required to navigate in a narrow river with a very strong tidal current. Over the years, there have been several spills of petroleum near these facilities, the most recent of which occurred in 2015.

This Contract is a single bid award because Pepperrell Cove was the only vendor to submit a statement of qualifications and cost proposal. Their office is located in Kittery, ME, and their shop and yard are located

in Newington, NH. Some work vessels are moored at Great Bay Marine on the Piscataqua River. The State has contracted Pepperrell Cove in previous years. The value of the previous four-year contract was \$84,000; when compared to the proposed contract for FY24-FY27, this represents a yearly increase of \$7,700. The additional expense is due to the increased cost of included materials (e.g., mooring blocks and heavy-duty chain) and the employment of skilled marine divers.

NHDES prepared a Request for Qualifications (RFQ) and Cost Proposal, dated March 21, 2023, to solicit experience and qualifications documentation, and proposed prices for new moorings and the services required for existing NHDES moorings. Two interested, local mooring vendors were invited, by letter dated March 21, 2023, to submit proposals: 1) Pepperrell Cove Marine Services, Inc., Kittery, ME, and 2) Atlantic Mooring Services, Falmouth, ME. NHDES could not identify any other providers offering the required services to the coastal New Hampshire area. The RFQ and Cost Proposal were posted on the NH Division of Administrative Services (DAS) contracts procurement website on March 21, 2023. NHDES received only one response, from Pepperrell Cove, prior to the due date of April 7, 2023.

NHDES reviewed the Pepperrell Cove qualifications documentation and proposal prices, and found they are responsive to the NHDES requirements, and costs are at fair-market value. In addition to the requested documentation, they submitted a Dive Plan, Emergency Management Plan, and Safe Diving Practices & Safety Manual. This documentation and NHDES's prior experience with this vendor indicate Pepperrell Cove is a very professional and reliable, safety-conscious contractor.

The contract will enable NHDES to continue relocation of existing moorings, providing for seasonal change-out of buoys, and cleaning and repair of all moorings over a four-year contract period. The agreement has been approved as to form, substance, and execution by the Office of Attorney General.

We respectfully request your approval of this contract.



Robert R. Scott
Commissioner

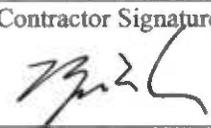
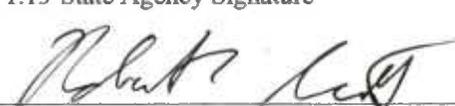
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

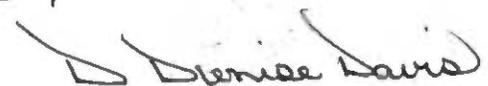
1. IDENTIFICATION.

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 Pepperrell Cove Marine Services, Inc.		1.4 Contractor Address PO Box 306 Kittery, ME 03904	
1.5 Contractor Phone Number (603) 373-6812	1.6 Account Unit and Class 03-44-44-444010-1400-102	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$114,800.00
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 Bryan Bush, President	
1.13 State Agency Signature  Date: 6/5/23		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:  Christopher G. Aslin, Senior Assh Attorney General On: 6/14/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

On this 10th day of May, 2023 before me appeared Bryan Bush President of Pepperrell Cove Marine Services, Inc.

My Commission Expires 06/09/2027




 Denise Davis
 Notary

Contractor Initials 
 Date 5/10/23

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 ZB
Date 5/22/23

Exhibit B
Scope of Work

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

This Contract covers marine services by Pepperrell Cove Marine Services, Inc. over a four-year period in the Little and Great Bay areas and Piscataqua River, for the following tasks:

- 1) Purchase, delivery and installation of granite block weights, chain, and float for new mooring systems;
- 2) Conduct full-underwater annual inspections of all existing NHDES moorings;
- 3) Purchase, delivery and installation of additional granite block weights for existing mooring systems;
- 4) Provide maintenance and repairs, including replacement parts, to existing NHDES moorings;
- 5) Conduct buoy seasonal change-outs on an annual schedule; and
- 6) Provide services to re-locate existing moorings to designated GPS coordinates.

Pepperrell Cove Marine Services, Inc shall provide all vessels, cranes, divers, work staff, equipment and materials as noted for each task in the scope of work.

Contractor Initials PAB
Date 5/22/23

Exhibit C
Estimated Budget and Payment Method

I. The Total Budget awarded for this contract is \$114,800, with \$28,700 encumbered each year, based on the Cost Proposal submitted by Pepperrell Cove Marine Services, Inc (Pepperrell Cove). [Reference Exhibit C-1]

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

A. Invoices shall be submitted for each assignment and shall contain at minimum the following standard information:

1. Vendor name and vendor code.
2. Invoice date and invoice number.
3. Vessel/Trailer name and number (originated by NHDES).
4. Period of work being invoiced (start and end dates).
5. Work scope and quoted price or total based on units approved by NHDES
6. Work tasks/activity with breakouts for labor, equipment, materials or bid price
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

III. **Payments to Pepperrell Cove:**

A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the NHDES Contracting Officer and may be returned to Pepperrell Cove if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES Contracting Officer, and once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the NHDES Accounting Office for processing and payment.

B. NHDES will pay Pepperrell Cove the approved invoice amount for each assignment within 45 days of the 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 federal or state funds become unavailable.

C. NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract unit rates, terms and/or conditions, or where the approved assignment budget/quote has been exceeded without NHDES's written approval. The NHDES Contracting Officer shall e-mail short-pay information and may send copies of marked up invoices, as needed, to the vendor.

BBB
6/22/23

Cost Proposal

Tasks	Unit Cost (\$)	DES Estimated # of Units	Est. Cost (\$) Unit Cost x # of Units
TASK 1: Provide and Install Complete Mooring Systems (NEW) *	--	--	--
Install complete mooring systems: include price of all materials (NHDES to supply mooring buoy) with up to 60' of chain	3,500.00	1	3,500.00
TASK 2: Provide and Install Additional Weight to Existing Moorings *	--	--	--
Add one 5,000 lb. block to an existing mooring. Connect blocks together with chain.	2,900.00	1	2,900.00
TASK 3: Conduct Annual Mooring Inspections, Repairs and Maintenance *	--	--	--
Perform annual inspection and maintenance check on one (1) mooring.	250.00	1	250.00
Perform annual inspection and maintenance on all moorings. (Currently 19 exist)	--	Total price	4,750.00
Additional cost per mooring for depths over 50'.	75.00	1	75.00
TASK 4: Conduct Seasonal Buoy Change-outs and Repairs *	--	--	--
Perform Winter Season Buoy Change-outs/Repairs	225.00	Cost for 11 Buoys	2,475.00
Perform Summer Season Buoy Change-outs/Repairs	225.00	Cost for 11 Buoys	2,475.00
TASK 5: Re-locate Mooring Systems to New Location *	--	--	--
Move one single weight mooring (5,000 lb) (no diver required)	500.00	1	500.00
Move one 2 weight mooring (2 X 5,000 lb) (diver required)	600.00	1	600.00
Move three moorings in a single trip	--	Total Price	
TASK 6: Other Maintenance and Repairs *	--	--	--
Modifying chain length	225.00	5	1,125.00
Replacing buoy (not including buoy cost)	225.00	2	450.00
Replace mooring eyebolt	600.00	2	1,200.00
Replace a Pennant	250.00	5	1,250.00
Replace Buoy connection line chain and shackle	225.00	22	4,950.00
Search for lost moorings (vessel, crew, and fuel)	550.00	Cost per 4 Hours	2,200.00
COST OF MATERIALS:	--	--	--
Cost per foot of 5/8" HG Long Link Chain	12.45	Per foot	12.45

BAB
5/10/2023

Cost each for 3/4" galvanized shackle	34.00	1	34.00
Mooring block and eye bolt	1,300.00	1	1,300.00
Mooring block delivery and staging	550.00	1	550.00
Cost for new mooring eyebolt	250.00	1	250.00
Cost for new 3/4" swivel	59.00	1	59.00
Pennant, 1" x 20 ft., w/ metal thimble on one end	215.00	1	215.00
Pennant, 3/4" x 20 ft.,	195.00	1	195.00
Mooring Ball, 32" hard skinned with 3" tube-thru-center construction	489.00	1	489.00
Can Buoy, Class 5 fast water ionomer foam	0.00	1	DES To Supply

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

TOTAL (TASKS 1-6) = 28,700.00

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

RAM
5/10/2023



Pepperrell Cove Marine

193 Gosling Rd., Newington NH 03801

Ph: 603.373.6812 Fax: 603.373.6832

Info@pepcove.com

Certificate of Authority/Vote

I, Flora Bush, hereby certify that I am duly elected Clerk/Secretary of Pepperrell Cove Marine Services, Inc.. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 17, 2023 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Bryan Bush, President (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Pepperrell Cove Marine Services, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 6-17-2023 ATTEST: [Signature]
Secretary (Name and Title)

The State of Maine
County of York

The foregoing document was acknowledged to me on the 14th day of May 2023 by Flora Bush, Secretary of Pepperrell Cove Marine Services, Inc



Notary

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 PEPPERRELL COVE MARINE SERVICES, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on November 27, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 362219

Certificate Number: 0006197328



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

