



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



120

March 28, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **Sole Source** contract with Great Bay Marine, Inc. (VC #154266-B001), Newington, New Hampshire, in the amount of \$216,000 to provide docking slips, launching rights and storage space for eight NHDES emergency response boats effective as of July 1, 2024 through June 30, 2028, 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 2026-2028 is contingent upon the availability and continued appropriation of funds:

Fund Name	Account Number 03-44-44	FY 2025	FY 2026	FY 2027	FY 2028	Total
Oil Pollution Control Fund	444010-1400-102-500248	\$54,000	\$54,000	\$54,000	\$54,000	\$216,000

EXPLANATION

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

- There are only two marina facilities in 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;
- GBM is the only facility that can provide docking with access to the 27 to 36-foot response boats during all tidal cycles;

- GBM is the only facility providing boat trailer access to the bay during low tide; and
- The Great Bay Area Oil Spill Response Strategy relies upon year-round, on-water response operations from GBM during all tidal cycles.

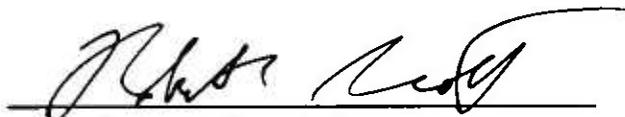
The threat of an oil spill is an ever-present concern due to the five active petroleum storage terminal facilities along the Piscataqua River in Newington and Portsmouth, NH. These facilities have a total storage capacity of approximately 125 million gallons. Deliveries to the facilities (approximately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

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

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

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

We respectfully request your approval.



Robert R. Scott, Commissioner
Department of Environmental Services

Attachments

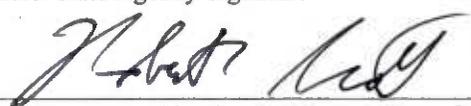
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 6/30/2028	1.8 Price Limitation \$216,000.00
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 3/11/24		1.12 Name and Title of Contractor Signatory Sean McKenna, General Manager	
1.13 State Agency Signature  Date: 3/28/24		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: 4/1/2024	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

No special provisions are requested.

Initials: Am
Date: 3/11/14

EXHIBIT B

SCOPE OF SERVICES

State of New Hampshire

NHDES Contract for Docking and Storage of Vessels

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

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

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

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

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

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

Initials: Am

Date: 3/1/24

EXHIBIT B

SCOPE OF SERVICES

(Continued)

and maintenance for NHDES vessels in accordance with the Cost Proposal in Exhibit C-1 and the Winter Storage & Boat Maintenance Schedule of prices in Exhibit C-2.

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

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

Initials: Am
Date: 3/14/24

EXHIBIT C

CONTRACT PRICE AND PAYMENT PROCESS

State of New Hampshire

NHDES Contract for Docking and Storage of Vessels

The Contract Price is \$216,000 covering a four-year period with \$54,000 encumbered each of the four years for this NHDES contract.

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

Item 2. NHDES will accept GBM invoices for services completed on a monthly basis or at task completion, review the invoices for details and prices approved in the Cost Proposal, and process for payment within 30-45 days from NHDES approval by the Spill Response and Complaint Investigation Section (SRCIS) Coordinator.

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

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

Submission of Invoices by Great Bay Marine (GBM):

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

Initials: AM
Date: 3/11/24

EXHIBIT C

CONTRACT PRICE AND PAYMENT PROCESS

(Continued)

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

Payments to Great Bay Marine (GBM)

- A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the SRCIS Coordinator and may be returned to GBM if incomplete or in error. An invoice approval cover sheet will be completed by the SRCIS Coordinator. 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 SRCIS Coordinator's approval. Full payment of the approved amount shall be paid. However, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered state funds become unavailable.
- C. NHDES may make partial payment where invoiced costs are not in accordance with the contract unit rates, terms and conditions, or where the approved assignment budget/quote has been exceeded without NHDES's written or verbal approval. The SRCIS Coordinator shall email short-pay information and may send copies of marked up invoices, as needed, to GBM for resolution or re-submission to NHDES.

Initials: AM
Date: 3/11/24

EXHIBIT C-1

Great Bay Marine Cost Proposal for Services

Initials: XM
Date: 3/11/24

Cost Proposal

Task	12-month Rental Cost(\$)	DES Estimated # of Units	Cost (\$) = Unit Cost x # of Units
TASK 1: Annual Slip Rentals for NHDES boats/vessels:	--	--	--
A. NHDES 01 – 36 ft. Eastern workboat w/power	8,775	4	35,100
B. NHDES 36 – 28 ft. Stanley workboat w/power	7,030	4	28,120
C. NHDES 37 – 30 ft. Stanley workboat w/power	7,436	4	29,744
D. NHDES 38 – 30 ft. Winninghof w/power	7,436	4	29,744
E. NHDES 41 – 27 ft. Skimmer (winter slip) w/power	2,014	4	8,056
TASK 2: Land storage space for NHDES boats/vessels:	--	--	--
A. NHDES 03 – 20 ft. Oquawka workboat on/trailer	2,060	4	8,240
B. NHDES 40– 20 ft. Skimmer on/trailer	2,060	4	8,240
C. NHDES 15– 20 ft. Oquawka on/trailer	2,060	4	8,240
TASK 3: Rental Space for Office/Storage Trailer & Parking:	--	--	--
A. 2,450 s.f. area for shipping container and parking area, including seasonal buoy storage	6,738	4	26,952
TASK 4: Boat Repairs & Maintenance and snow removal:	--	--	--
A. Mechanic - \$ cost/hour for (engine and fuel issues)	140	Per hour	--
B. Technician - \$ cost/hour for (repairs & elec. issues)	140	Per hour	--
C. Annual snow removal and de-icing	3,200	4	12,800
Optional Costs:	--	--	--
A. Disposal of gas/water liquid wastes - \$ cost/gallon	15.00	Per gallon	--
B. Summer Vessel Storage Cost - \$ cost/foot length	18.00	Per foot	--
C. Winter Vessel Storage Cost - \$ cost/foot length	46.00	Per foot	--
D. Transient Dock Space - \$ cost/foot length/day	3.00	Per foot	--

TOTAL BID PRICE (TASKS 1-4): \$195,236

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

Note: Contract includes an allocation of \$5,191 per year for incidental maintenance and repairs and/or optional costs for storage and disposal line items.

Contract Summary:	Tasks 1-4:	\$ 48,809/year
	Maintenance & Optional Costs:	\$ 5,191/year
	Annual Total:	<u>\$ 54,000/year</u>
	Contract Total (4 years):	\$216,000

Initials: AM
Date: 3/11/24

DES BOATS & TRAILERS STORED AT GBM 2023-2024

<u>BOAT</u>	<u>12 MONTH</u>
36' EASTERN (DES 01)	\$8,775 SLIP/POWER
30' STANLEY (DES 37)	\$7,436 SLIP / POWER
30' WINNINGHOF (DES 38)	\$7,436 SLIP / POWER
28' STANLEY (DES 36)	\$7,030 SLIP / POWER
27' SKIMMER (DES 41)	\$2,014 WINTER SLIP / POWER
DES 03 YEAR ROUND / RAMP	\$2,060
DES 40 YEAR ROUND / RAMP	\$2,060
DES 15 YEAR ROUND / RAMP	\$2,060
LAND BASED TRAILER	\$6,738
SNOW REMOVAL FOR DOCKS AND SLIPS	<u>\$3,200</u>
TOTAL	\$48,809

Weekend storms cleaned up on Mondays
GBM is closed from 12/24 - 1/2 storms cleaned up after return
GBM will provide bubblers in the slips if needed

Initials: *SM*
Date: 3/11/24

EXHIBIT C-2

Great Bay Marine Boat Storage & Boat Maintenance

Initials: AM
Date: 3/1/24

**BOAT STORAGE
&
BOAT MAINTENANCE**

2023-2024 RATE SCHEDULE



WINTER STORAGE

2023-2024 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.....	\$38.00/ft
*Outside on customer's trailer.....	\$46.00/ft
Inside on customer's trailer.....	\$71.00/ft
*Inside on customer's trailer.....	\$85.00/ft

*Includes haul, bottom wash, and spring launch

JACK STAND STORAGE

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

Outside up to 34'.....	\$47.00/ft
Outside 35' and over.....	\$51.00 /ft
** Inside up to 35'.....	\$89.00 /ft
**Inside 36' and over.....	\$9.00/square ft

**All work performed, only by GBM techs
Storage locations are assigned at GBM's discretion

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

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

SHRINK WRAPPING

(Includes all material and labor)

Does NOT include removal or disposal.

*GBM IS NOT RESPONSIBLE FOR HIGH-WIND FAILURES. *
OWNER MUST NOTIFY GBM OF AWLGRIP PAINT!

Vessel Size (L.O.A.)	
Up to 25'.....	\$23.00 /ft
26' through 33'.....	\$26.00 /ft
34' through 45'.....	\$32.00 /ft.
46' and over and boats with fly bridge or mast up.....	time & materials
Door in shrink wrap.....	\$70.00 each
Shrink wrap Disposal Fee.....	\$40.00

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.....	\$4.00/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).....	\$60.00
* Lectrasan Systems.....	time & materials
Winterize holding tank (must be empty).....	\$60.00
Winterize livewell.....	\$60.00
Winterize baitwell.....	\$60.00
Winterize pressure water system.....	\$130.00
(Includes 2 sinks, 1 shower)	
Each additional sink or shower.....	\$60.00
Winterize air conditioner (each).....	\$60.00
Winterize washing machine.....	time & materials
Winterize bilge pump.....	\$60.00
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
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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.....	\$95.00 plus labor
Store outboard.....	\$80.00 plus labor

MASTS

Step/unstep.....	\$100.00 crane charge plus, labor and materials
Mast storage inside	\$5.25/ft of mast plus labor to disassemble for storage
Mast storage outside.....	\$3.25/ft of mast plus labor to disassemble for storage
Furler Storage.....	\$60.00 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.....	\$45.00 each plus labor

DINGHIES

Dinghy Storage.....	\$300.00 each plus handling labor
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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'	\$23.00 /ft.
36' to 40'	\$27.00 /ft
Over 40'	time & materials

Trailered boats – An additional \$8.00 /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 with time and materials.

Petit 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'	\$19.00 /ft
31' to 35'	\$20.00 /ft
36' to 40'	\$21.00 /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) ..	\$125.00 /hr
Haul or launch (each way).....	\$12.00 /ft
Emergency Haul (out)	\$17.00/ft
Load/Unload Commercial transport trailer.....	\$12.00 /ft
Short haul (boat remains in straps/no blocking, max 1 hour).....	\$12.00 /ft
Bottom pressure wash	\$6.50 /ft
Modify or adjust trailers.....	time & materials
Forklift.....	\$100.00 /hr. + labor
Crane.....	\$100.00/hr + labor

(Minimum charge \$85.00)

Tugboat (includes operator and deck hand)	\$175.00 /hr
McKee.....	\$150.00 / hr + labor

(Minimum charge 1 hour)

Pickup truck	50¢ /mile + \$75.00 /hr labor
Move boat.....	\$10.00/ft

MISCELLANEOUS

24-hour cancellation fee for haulout	\$50.00
Estimates (Credited toward repair if GBM performs work)	\$90.00
Sails serviced	Call for pricing
Boat Cleaning.....	\$50.00 /hr
General labor.....	\$75.00 /hr
Labor - Skilled.....	\$130.00 /hr
Overtime – after 4:30 PM	\$195.00 /hr
Temporary dry storage (30-day maximum)	\$1.00 /ft /day
Summer storage (7/1 – 8/30)	\$18.00 /ft
Summer trailer storage	\$225.00each
Store Outriggers.....	\$50.00 each plus labor
Disposal of waste gas & antifreeze	\$11.00 /gal*
Disposal of waste oil.....	\$3.00 /gal
Disposal of oil and gas filters.....	\$3.00 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



CS@greatbaymarine.com

GENERAL YARD POLICIES

Payment is due upon receipt of invoice and before vessel is launched or leaves yard. Any questions or problems with billing or work performed must be reported to Great Bay Marine within 15 days of receipt. A service charge will be added to all accounts 30 days past due, and all work will be halted until the account is current. The cost of collection of any monies due, including, but not limited to attorneys and Marshall Fees and boat auction fees, will be added. Great Bay Marine reserves the right to haul the boat out of the water upon completion of the work or anytime thereafter and detain the boat in the yard until the account is paid in full. Work performed dockside requires pre-payment based on an estimate of work. Any remaining balances are due upon receipt of invoice. Work over \$500.00 needing a major material purchase requires a deposit. GBM labor rates are \$50.00 /hr. for boat cleaning, \$75.00 /hr. for general labor (compounding, waxing, detailing bottom painting and general help) and \$130.00 /hr. for skilled labor (carpentry, mechanical, and fiberglass work). A labor surcharge of \$10.00 /hr. will be charged to install owner-supplied equipment or materials. **Credit card payments *will* include a 3% convenience fee.**

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

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

It is the boat owner's responsibility to **check all seacocks.** Owner must inform travel lift crew of any underwater mechanisms or obstructions before setting of straps or assume responsibility for damage of the same. Wooden boats are subject to an additional charge, should more than ½ hour sling time be needed at launch. Extra hauls and launches are billed at the normal rate. Rates for hauling and loading onto trailer or truck allow a maximum of 1-hour sling time. If additional sling time is required, the rate is \$125.00 /hr., with a ½ hour minimum charge.

Warranty work: Great Bay Marine guarantees its work to be correct to accepted standards and will remedy defects upon approval from management. Boats must be delivered to GBM at owner's expense for warranty work. Should yard personnel need to travel to a boat to perform warranty work, owner agrees to pay \$75.00 /hour travel time plus 50¢ per mile round trip.

All boats must be insured – Certificate of Insurance Required

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

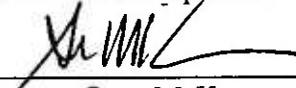


voice – 603.436.5299

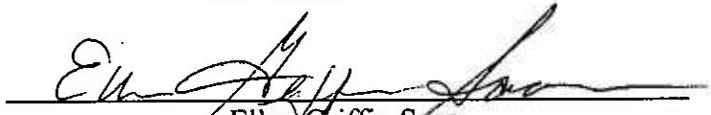
fax – 603.436.9834

CERTIFICATE OF AUTHORITY

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

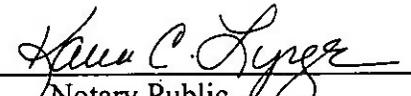

Sean McKenna

IN WITNESS WHEREOF, I have hereunto set my hand as President of Great Bay Marine, Inc., this 13 day of MARCH 2024.


Ellen Griffin Saas

STATE OF MAINE
County of York

On this the 13 day of MARCH 2024, before me Karen C. Lyngé the undersigned officer, personally appeared Ellen Griffin Saas who acknowledged herself to be President of Great Bay Marine, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained. In witness whereof, I have set my hand and official seal.


Notary Public

KAREN C. LYNGE
NOTARY PUBLIC.

Commission Expires: MY COMM. EXPIRES MAY 14, 2024

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: 0006605236



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2024.

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)
03/11/2024

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 (AC, No, Ext): (603) 524-2425 FAX (AC, No): (603) 524-3666 E-MAIL ADDRESS: sarah.cullen@crossagency.com	
INSURED Great Bay Marine, Inc. 61 Beane Lane Newington NH 03801	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Ins Co.	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 SUBR INSD 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 GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	IHV9929395	05/03/2023	05/03/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AWV9922656	05/03/2023	05/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		IHV9929439	05/03/2023	05/03/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WZV9922617	05/03/2023	05/03/2024	<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)
 NH Department of Environmental Services is listed as an additional insured where required by written contract.
 Marina Sales w/Repair

CERTIFICATE HOLDER New Hampshire Department of Environmental Services PO Box 95 29 Hazen Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Sarah Cullen</i>

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