

76 DM



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

May 2, 2017

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Risk Management Unit, to enter into a one year contract with The Rowley Agency, Concord, New Hampshire (Vendor #154464) in an amount not to exceed \$29,884 for the purchase of insurance for state-owned watercraft upon Governor and Executive Council approval for the period effective June 4, 2017 through June 4, 2018.

Funding is available in FY2017 through individual agency expenditures and is anticipated to be available upon the continued appropriation of funds in FY18 and FY19 operating budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

**EXPLANATION**

The procurement of liability insurance for state-owned watercraft is required by RSA 21-1:7-c (V) and hull insurance on high-value vessels is sought to limit exposure to financial loss. This policy services six agencies and provides liability coverage for five hundred twenty-two (522) vessels and hull coverage for ten of those vessels.

The Rowley Agency (Rowley) arranged for this purchase in accordance with its contract with the State for *Producer Services for Property and Casualty Insurance*. Rowley made inquiries to four insurance markets about the program. Two markets declined because they could not offer competitive pricing and a third market declined because of the high number of vessels. The incumbent International Marine Underwriters (IMU) offered a policy renewal at the same premium rate as the expiring policy. IMU quoted a premium of \$24,884 which is a slight decrease because fewer vessels are scheduled this policy year.

The liability insurance offered covers all state-owned watercraft, including non-motorized vessels like kayaks and canoes, and offers specific protection against third-party claims for damage caused by our vessel to any other vessel, hull to hull, or to property, vessel

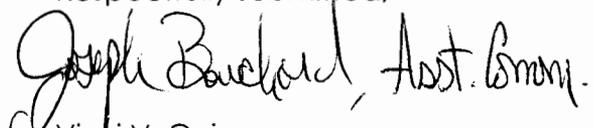
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
May 2, 2017  
Page 2 of 2

to object. The liability coverage limits are \$1 million per occurrence with a \$1 million aggregate and is subject to a \$1,000 deductible. The hull insurance offered covers physical damage to scheduled state-owned vessels subject to a \$2,500 deductible. Four agencies choose to purchase hull insurance to cover higher value and/or specialty vessels at a total scheduled value of \$1,315,405.

The quoted premium is void of agency fee or commission. The total contract price of \$29,884 for the term of the agreement includes the quoted premium of \$24,884 for existing watercraft and \$5,000 in contingency funds to allow coverage for newly acquired watercraft or additional requests for hull coverage.

We respectfully request your approval.

Respectfully submitted,

  
Vicki V. Quiram  
Commissioner

## State of NH Marketing Results

For: State of NH Watercraft Policy  
Policy Effective Date: 06/04/17-06/04/18

The Rowley Agency, Inc. has arranged for this insurance purchase in accordance with its contract with the State of NH for Producer Services. Robert Simpson, the Producer, has made inquiries to specific insurance markets about this program. The results of our marketing efforts are below.

Market Approached	Results
Acadia	Declined – due to high # of units with P&I coverage- # is over their underwriting appetite
International Marine Underwriters (IMU)	Renewal quote offered

Our Recommendation/comments:

In addition to Acadia declining again, we also approached other markets (Swett & Crawford & Travelers) that said they could not come close to the premium that IMU offered. Upon reviewing the premium and coverages that IMU is offering, we recommend that you accept the renewal with IMU.

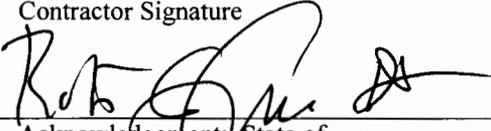
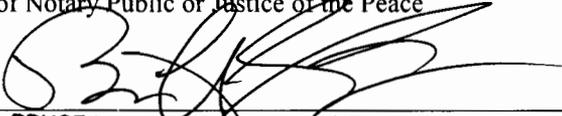
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name The Rowley Agency		1.4 Contractor Address 45 Constitution Avenue, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-2562	1.6 Account Number Individual Agency Expenditures	1.7 Completion Date June 4, 2018	1.8 Price Limitation \$ 29,884
1.9 Contracting Officer for State Agency Catherine A. Keane, Director of Risk and Benefits		1.10 State Agency Telephone Number 603-271-2059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Simpson, II, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>APRIL 19, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public BRUCE H. LANGLEY, Notary Public State of New Hampshire My Commission Expires November 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Buehner, Assistant Commissioner Date: <u>5-4-17</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/4/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials RCW  
Date 4/19/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RCS  
Date 4/19/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials PCS  
Date 4/14/07

**EXHIBIT A  
SCOPE OF SERVICES**

ARTICLE 1. SCOPE OF SERVICES

This EXHIBIT A- Scope of Services is made a part of the P-37 Agreement (the "Agreement") and is made according to the terms of paragraph 2 of the Form P-37. This EXHIBIT A to the Agreement is between the State of New Hampshire (the "State") and The Rowley Agency (Rowley) for insurance coverage for state-owned watercraft.

ARTICLE 2. EFFECTIVE DATE

Effective Date of Agreement: 06/04/2017  
Expiration Date of Agreement: 06/04/2018  
12:01AM Standard Time at the address of the State stated herein.

Rowley hereby agrees to provide insurance coverage for state-owned watercraft as described herein.

The State shall have the right to terminate the contract, if a contract is awarded; at any time by giving Rowley thirty (30) days advance written notice.

ARTICLE 3. ADMINISTRATIVE SERVICES PROVIDED BY THE ROWLEY AGENCY

**A. COVERAGE FOR HULL INSURANCE**

Coverage for ten vessels insured for agreed upon values with deductibles of \$2,500 per vessel.  
Subject to conditions of policy form (or a form with similar language and intent):

- American Institute Coastwise and Inland Hull Clauses (11/2/72)

**B. COVERAGE FOR PROTECTION AND INDEMNITY INSURANCE**

Coverage is required as follows: 522 vessels for protection and indemnity coverage under the following categories.

<b>LARGE BIN</b>	Watercraft, inboard motor (3)
<b>LARGE BOUT</b>	Watercraft, outboard motor (7)
<b>BIN</b>	watercraft, inboard motor (11)
<b>BOUT</b>	watercraft, outboard motor (208)
<b>BNO</b>	watercraft, no motor (293)

Limits of liability are: \$1,000,000 per occurrence and in the aggregate  
Each vessel is deemed separately insured  
Deductible of \$1,000 for Bodily Injury and \$1,000 property damage  
Details on the vessels can be found in the watercraft inventory.

Subject to conditions of the following policy forms (or forms with similar language and intent):

- AIMU Protection and Indemnity (P&I) Clauses (6/2/83)
- Pollution Exclusion Clause and Buy Back Endorsement No. 1
- Exclusion of Certified Acts of Terrorism Endorsement No. 2
- Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion
- AIMU Extended Radioactive Contamination Exclusion Clause with USA Endorsement (03/1/03) (coverage for fire resulting from nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire)
- American Institute Cyber Exclusion Clause (11/06/2015)

### **C. CLAIMS ADMINISTRATION**

IMU shall administer all reported claims from June 4, 2017 for the contract period until the claims are closed.

1. *Forms:* Claims forms and accident reporting instructions shall be distributed to RMU and designated agency employees no later than two weeks prior to the policy effective date of June 4, 2017.
2. *Claim Reporting:* Designated State employees will report claims to Rowley's designated claims personnel. Rowley will in turn report the claim to IMU. IMU shall send a letter of acknowledgment of claim to Rowley and the RMU electronically or via US mail.
3. *Claim Reserving:* IMU shall establish and maintain timely and adequate reserves. IMU shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by IMU in a matter consistent with established industry practice.
4. *Litigation Management:* IMU shall ensure that all cases are properly prepared prior to conference, hearing or trial. The RMU shall be notified of any claims that involve legal proceedings, including but not limited to, conferences, hearings or trials. The RMU reserves the right to attend any hearing, conference, appeal or trial. If a conference, hearing or trial is to be handled by an attorney, ensure timely delivery of the file material for preparation. IMU shall document the attorney's receipt of claim file and the attorney's opinion about the merits of the issues to be litigated and the probable outcome of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs. IMU shall review attorney bills to ensure that they are accurate and reasonable.

5. *Payment Control*: All claim payments shall be made by IMU in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount shall be provided to the RMU.

6. *Claims Settlements and Loss Runs*: IMU shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. IMU shall issue loss run reports within thirty days of RMU's request.

#### **D. ACCOUNT MANAGEMENT**

Rowley shall provide the following administration services including but not limited to:

- Issue certificates of insurance
- Timely delivery of binders, policies and endorsements
- Verify the accuracy of policy language, coverage endorsements, exclusions and other terms and conditions consistent with the bid specifications

Rowley shall at its own expense provide all personnel, materials and resources necessary to perform the services under the contract. Rowley shall warrant that all personnel engaged in the contract services are qualified to perform the services and are properly licensed and otherwise authorized to perform services under all applicable laws. Rowley personnel shall have a strong dedication to excellent customer service in all aspects of its dealings with the State. Rowley personnel shall return telephone calls promptly, be professional and maintain confidentiality when communicating with State employees.

The State reserves the right to require Rowley to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance. The State retains the right to approve any replacement employee(s).

**EXHIBIT B  
CONTRACT PRICE AND PAYMENT TERMS**

This EXHIBIT B- Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37.

**A. CONTRACT PRICE:** Rowley hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the price below for the term of the contract ("contract price"). The total Contract Price for the term of the Agreement as shown in block 1.8 of the P-37 is \$29,884 which includes \$5,000 contingency funds to allow for the acquisition of insurance for any newly acquired watercraft or additional requests for hull coverage.

Description	6/4/17 – 6/4/2018
Hull coverage for DES 2003 Winninghof with an agreed upon value of \$169,648	\$1,866
Hull coverage for DES 2006 Eastern Bay with an agreed upon value of \$189,183	\$2,081
Hull coverage for DES 2003 Skimmer with an agreed upon value of \$202,400	\$2,200
Hull coverage for DES 1995 Skimmer with an agreed upon value of \$70,081	\$708
Hull coverage for DES 2007 30' Silver Ships with an agreed value of \$117,407	\$1,172
Hull coverage for F&G 2004 Osmond with an agreed upon value of \$243,805	\$2,682
Hull coverage for Port Authority 2008 Munson with an agreed upon value of \$214,387	\$3,097
Hull coverage for Port Authority 2013 Zodiac with an agreed upon value of \$21,179	\$233
Hull coverage for Port Authority 1998 McKee Craft with agreed upon value of \$39,995	\$440
Hull coverage for DRED 2013 24' Stanley Pulsecraft with agreed upon value of \$47,320	\$478
Protection and indemnity insurance for 2003 Winninghof Little Bay II – Responder	\$36.33
Protection and indemnity insurance for 2006 35' Eastern Casco Bay Boat	\$36.33
Protection and indemnity insurance for 2003 JBF Skimmer Hull JBF 420	\$36.29
Protection and indemnity insurance for 1996 JBF Skimmer Hull JBF 420	\$36.29
Protection and indemnity insurance for 2007 30' Silverships Pumpout	\$36.29
Protection and indemnity insurance for 2004 38' Osmond	\$36.33
Protection and indemnity insurance for 2008 30' Munson PackCat	\$36.29
Protection and indemnity insurance for 2013 14' Zodiac	\$36.29
Protection and indemnity insurance for 1998 23' McKee Craft	\$36.29
Protection and indemnity insurance for 2013 24' Stanley Pulsecraft	\$36.29
Protection and indemnity insurance for 11 BIN Rate of \$36.25 times 11 (number of vessels), equals a premium of	\$36.25
Protection and indemnity insurance for 208 BOUT Rate of \$36.30 times 232 (number of vessels) equals a premium of	\$36.30
Protection and indemnity insurance for 293 BNO Rate of \$5.51 times 286 number of vessels, equals a premium of	\$5.51
<b>Contract Price</b>	<b>\$24,884</b>

**Terrorism Insurance can be purchased for an additional \$825.00. Terrorism coverage was rejected.**

Type	Description
BIN	<b>Watercraft with inboard motor</b>
BOUT	<b>Watercraft with outboard motor</b>
BNO	<b>Watercraft with no motor</b>

## **B. INVOICING**

The Rowley Agency shall submit a separate annual invoice to each agency based upon its watercraft inventory. Copies of all invoices shall be mailed or emailed to:

— The State of New Hampshire  
Department of Administrative Services  
Risk Management Unit  
25 Capitol Street, Rm 412  
Concord, NH 03301

Email: [diane.caldon@nh.gov](mailto:diane.caldon@nh.gov)

The State shall not make payments to Rowley prior to the Agreement effective date of June 4, 2017 and not prior to approval by Governor & Council.

## **C. PAYMENT**

The State shall make payment to Rowley electronically or by check mailed to the address in Section 1.4 of the P-37. Payment terms are net thirty days subject to approval of the submitted invoice.

**EXHIBIT C  
SPECIAL PROVISIONS**

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from The Rowley Agency Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$25,000,000
6. Crime/Fidelity coverage with limits of \$500,000

Watercraft Master Allocation Table  
Based on inventory as of 03-08-17 and insurance proposal as of 4-13-17

17-18 VESSEL INVENTORY		INVOICING		BIN	\$ 36.25
				BOUT	\$ 36.30
				BNO	\$ 5.51
Dept/Division	Type	Count	P&I	Hull	Total
Fish & Game	(Lg BIN) 2004 38' Osmond	1	\$ 36.33	\$ 2,682.00	\$ 2,718.33
Fish & Game	BIN	3	\$ 108.75		\$ 108.75
Fish & Game	BOUT	86	\$ 3,121.80		\$ 3,121.80
Fish & Game	BNO	40	\$ 220.40		\$ 220.40
Total		130	\$ 3,487.28	\$ 2,682.00	\$ 6,169.28
DOT	BIN	0	\$ -		\$ -
DOT	BOUT	10	\$ 363.00		\$ 363.00
DOT	BNO	8	\$ 44.08		\$ 44.08
Total		18	\$ 407.08		\$ 407.08
Enviro Svcs	(Lg BIN) 2003 Winninghof	1	\$ 36.33	\$ 1,866.00	\$ 1,902.33
Enviro Svcs	(Lg BIN) 2006 Eastern	1	\$ 36.33	\$ 2,081.00	\$ 2,117.33
Enviro Svcs	(Lg BOUT) 2003 Skimmer Hull JBF 420	1	\$ 36.29	\$ 2,200.00	\$ 2,236.29
Enviro Svcs	(Lg BOUT) 1996 JBF Skimmer	1	\$ 36.29	\$ 708.00	\$ 744.29
Enviro Svcs	(LG BOUT) 2007 30' Silverships Pumpout	1	\$ 36.29	\$ 1,172.00	\$ 1,208.29
Enviro Svcs	BIN	1	\$ 36.25		\$ 36.25
Enviro Svcs	BOUT	37	\$ 1,343.10		\$ 1,343.10
Enviro Svcs	BNO	5	\$ 27.55		\$ 27.55
Total		48	\$ 1,588.43	\$ 8,027.00	\$ 9,615.43
Port Authority	(Lg BOUT) 2008 30' Munson	1	\$ 36.29	\$ 3,097.00	\$ 3,133.29
Port Authority	(Lg BOUT) 2013 14' Zodiac	1	\$ 36.29	\$ 233.00	\$ 269.29
Port Authority	(Lg BOUT) 1998 McKee Craft 23'	1	\$ 36.29	\$ 440.00	\$ 476.29
Port Authority	BIN	0	\$ -		\$ -
Port Authority	BOUT	3	\$ 108.90		\$ 108.90
Port Authority	BNO	0	\$ -		\$ -
Total		6	\$ 217.77	\$ 3,770.00	\$ 3,987.77
Safety-Marine Patl	BIN	6	\$ 217.50		\$ 217.50
Safety-Marine Patl	BOUT	65	\$ 2,359.50		\$ 2,359.50
Safety-Marine Patl	BNO	1	\$ 5.51		\$ 5.51
Total		72	\$ 2,582.51		\$ 2,582.51
DRED	(Lg BOUT) 2013 24' Stanley Pulsecraft	1	\$ 36.29	\$ 478.00	\$ 514.29
DRED	BIN	1	\$ 36.25		\$ 36.25
DRED	BOUT	7	\$ 254.10		\$ 254.10
DRED	BNO	239	\$ 1,316.89		\$ 1,316.89
Total		248	\$ 1,643.53	\$ 478.00	\$ 2,121.53
All Watercraft	Large BIN	3	\$ 109	\$ 6,629.00	\$ 6,737.99
All Watercraft	Large BOUT	7	\$ 254	\$ 8,328.00	\$ 8,582.03
All Watercraft	BIN	11	\$ 398.75	\$ -	\$ 398.75
All Watercraft	BOUT	208	\$ 7,550.40	\$ -	\$ 7,550.40
All Watercraft	BNO	293	\$ 1,614.43	\$ -	\$ 1,614.43
Total # of watercraft		522	\$ 9,926.60	\$ 14,957.00	\$ 24,883.60

Contractor's Initials: 1205  
Date: 4/18/17

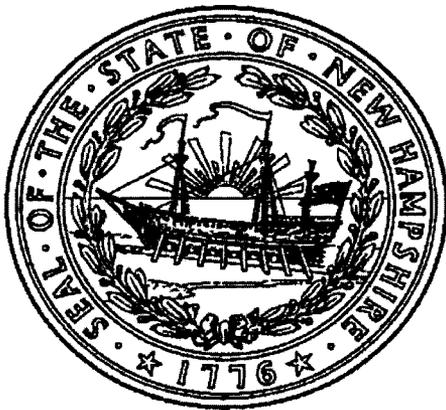
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE ROWLEY AGENCY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 07, 1966. 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: 14763



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

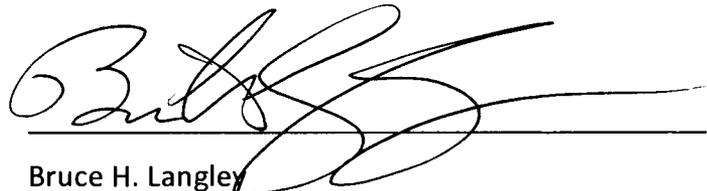
# CERTIFICATE OF VOTE/AUTHORITY

## CORPORATE RESOLUTION

I, Bruce H. Langley, Assistant Secretary and Treasurer of The Rowley Agency, Inc. a corporation organized and existing under the laws of the State of New Hampshire (the Company), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on April 2, 2017, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**Resolved:** That Robert C. Simpson II, Vice President of The Rowley Agency, Inc. is empowered and authorized to execute contracts related to the State of New Hampshire.

**In Witness Whereof,** the undersigned has affixed his signature and the corporate seal of the Company this 19th day of April, 2017

A handwritten signature in black ink, appearing to read 'Bruce H. Langley', is written over a horizontal line. The signature is stylized and cursive.

Bruce H. Langley  
Assistant Secretary and Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2017

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

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

<b>PRODUCER</b> Insurance Agents' Service 6 Garvins Falls Road Concord NH 03301-	<b>CONTACT NAME:</b> Joan M. Pageau, AAI <b>PHONE (A/C, No, Ext):</b> (603)224-3965 <b>FAX (A/C, No):</b> (603)224-0550 <b>E-MAIL ADDRESS:</b> Joan@NHAIA.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;">NAIC #</span> INSURER A: Westport Insurance Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Rowley Agency, Inc. PO Box 511 45 Constitution Drive Concord NH 03302-	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Par accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (E&O)			WED4NH005998211	02/01/2017	02/01/2018	PER CLAIM 25,000,000 AGGREGATE 25,000,000 DEDUCTIBLE 25,000

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

RE: STATE OF NH WATERCRAFT INSURANCE EFFECTIVE 6/4/17-6/4/18

<b>CERTIFICATE HOLDER</b> State of NH Dept of Administrative Services 25 Capitol St Concord NH 03301	<b>CANCELLATION</b> No holders 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
--	---

