



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

April 26, 2016

Her Excellency, Governor Margaret Wood Hassan
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, NH (Vendor #154464) for a total amount not to exceed \$30,795 for insurance coverage on state owned watercraft effective upon Governor and Executive Council approval, from June 4, 2016 through June 4, 2017.

Funding will be through individual agency expenditures, contingent upon availability and appropriations for all fiscal years.

EXPLANATION

Liability insurance coverage for state owned watercraft is required in accordance with RSA 21-I:7-c (V) and as a part of a strategic risk management plan to limit the State's exposure to financial loss. The State's Risk Management Unit worked with the Rowley Agency in accordance with its contract with the State for Producer Services, to secure coverage under the same terms and conditions as the prior policy year. This policy provides coverage for a total of five hundred thirty nine (539) vessels and services six (6) State agencies.

The Rowley Agency approached three markets for a quotation. One market declined to quote stating the high number of units is over their underwriting appetite. The other two indicated they could not come close to the premium offered by the incumbent. There are less vessels on the inventory as compared to the last policy term however, the incumbent, International Marine Underwriters, provided a renewal indication with a slight increase in the premium over last policy year due to the increase in the number of motorized watercraft and a decrease in the number of non-motorized watercraft. International Marine Underwriters provided a quote for an annual premium of \$25,795 which is void of agency fee or commission.

The insurance coverage offered includes both liability and hull insurance. Liability insurance coverage is provided for all state owned watercraft, including non-motorized vessels that do not require registration, such as 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 to object. The policy's liability coverage limits are \$1 million per occurrence and \$1 million aggregate. Hull insurance covers physical damage to the vessel itself. An agency obtains hull coverage for their higher value and/or specialty vessels upon request and is currently provided for ten vessels from four agencies.

The total contract price of \$30,795 for the term of the agreement includes the quoted premium of \$25,795 for existing watercraft and \$5,000 in contingency funds to allow coverage for newly acquired watercraft or additional requests for hull coverage.

The Rowley Agency recommends that coverage be secured through the incumbent and the Risk Management Unit agrees. The Department of Administrative Services respectively recommends approval of the contract as submitted.

Respectfully submitted,

 Joseph Bouchard Asst. Comm.

 Vicki V. Quiram
Commissioner

State of NH Marketing Results

For: State of NH Watercraft Policy
Policy Effective Date: 06/04/16-06/04/17

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, 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.

Premium Summary

Named Insured: State of NH Watercraft
Carrier: International Marine Underwriters
Policy Term: 06/04/16 to 06/04/17

Coverage	15/16 Expiring premium	16/17 Renewal Indication
P&I	\$10,475	\$10,760
HULL Coverage	\$15,035	\$15,035
Total Premiums	\$25,510	\$25,795

Terrorism premium is not included and is optional; cost to add is \$867.
Acceptance/rejection form must be completed and signed

**International Marine Underwriters will only provide an indication as they do not release actual quotes more than 30-days in advance.

Payment plans available:
Agency billed: Annual, semi-annual or Quarterly

Protection & Indemnity

Named Insured: State of NH Watercraft
Carrier: International Marine Underwriters
Policy Term: 06/04/16 to 06/04/17

Limits	Coverage Description
\$1,000,000	Protection & Indemnity

Deductibles: \$1,000 – Bodily injury
\$2,500 – Property Damage

Total # of watercraft for P&I Coverage: 539

HULL Coverage

Per schedule attached:

Total scheduled value: **\$1,323,244**

Deductibles: \$2,500 – per occurrence

Agreed Value

16-17 VESSEL INVENTORY

INVOICING

Dept/Division	Type	Count	P&I	Hull	Total	Hull Value
Fish & Game	(Lg BIN) 2004 Osmond	1	\$ 36.33	\$ 2,682.00	\$ 2,718.33	\$ 243,805
Fish & Game	BIN	3	\$ 108.75		\$ 108.75	
Fish & Game	BOUT	87	\$ 3,158.10		\$ 3,158.10	
Fish & Game	BNO	40	\$ 220.40		\$ 220.40	
	Total	131	\$ 3,523.58	\$ 2,682.00	\$ 6,205.58	
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	\$ 169,684
Enviro Svcs	(Lg BIN) 2006 Eastern	1	\$ 36.33	\$ 2,081.00	\$ 2,117.33	\$ 189,186
Enviro Svcs	(Lg BOUT) 2003 Skimmer Hull JBF 420	1	\$ 36.29	\$ 2,200.00	\$ 2,236.29	\$ 202,400
Enviro Svcs	(Lg BOUT) 1996 JBF Skimmer	1	\$ 36.29	\$ 708.00	\$ 744.29	\$ 70,081
Enviro Svcs	(LG BOUT) 2007 30' Silverships Pumpout	1	\$ 36.29	\$ 1,250.00	\$ 1,286.29	\$ 125,207
Enviro Svcs	BIN	1	\$ 36.25		\$ 36.25	
Enviro Svcs	BOUT	40	\$ 1,452.00		\$ 1,452.00	
Enviro Svcs	BNO	5	\$ 27.55		\$ 27.55	
	Total	51	\$ 1,697.33	\$ 8,105.00	\$ 9,802.33	
Port Authority	(Lg BOUT) 2008 30' Munson	1	\$ 36.29	\$ 3,097.00	\$ 3,133.29	\$ 214,387
Port Authority	(Lg BOUT) 2013 14' Zodiac	1	\$ 36.29	\$ 233.00	\$ 269.29	\$ 21,179
Port Authority	(Lg BOUT) 1998 McKee Craft 23'	1	\$ 36.29	\$ 440.00	\$ 476.29	\$ 39,995
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	86	\$ 3,121.80		\$ 3,121.80	
Safety-Marine Patl	BNO	0	\$ -		\$ -	
	Total	92	\$ 3,339.30	\$ -	\$ 3,339.30	
DRED	(Lg BOUT) 2013 24' Stanley Pulsecraft	1	\$ 36.29	\$ 478.00	\$ 514.29	\$ 47,320
DRED	BIN	1	\$ 36.25		\$ 36.25	
DRED	BOUT	6	\$ 217.80		\$ 217.80	
DRED	BNO	233	\$ 1,283.83		\$ 1,283.83	
	Total	241	\$ 1,574.17	\$ 478.00	\$ 2,052.17	
All Watercraft	Large BIN	3	\$ 108.99	\$ 6,629.00	\$ 6,737.99	\$ 602,675
All Watercraft	Large BOUT	7	\$ 254.03	\$ 8,406.00	\$ 8,660.03	\$ 720,569
All Watercraft	BIN	11	\$ 398.75	\$ -	\$ 398.75	\$ 1,323,244
All Watercraft	BOUT	232	\$ 8,421.60	\$ -	\$ 8,421.60	
All Watercraft	BNO	286	\$ 1,575.86	\$ -	\$ 1,575.86	
	Total # of Watercraft	539	\$ 10,759.23	\$ 15,035.00	\$ 25,794.23	Total Premium

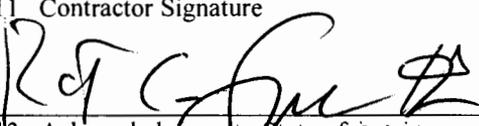
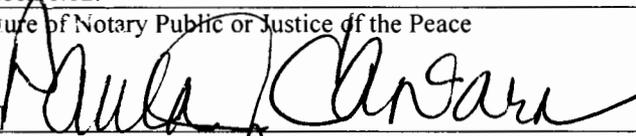
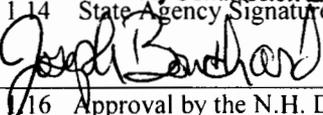
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Risk Management Unit		1.2 State Agency Address 25 Capitol Street, Rm 412 Concord, NH 03301	
1.3 Contractor Name The Rowley Agency		1.4 Contractor Address PO Box 511 or 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, 2017	1.8 Price Limitation \$ 30,795
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 23, 2016</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 			
1.13.2 Name and Title of Notary or Justice of the Peace PAULA J. CANTARA, Notary Public State of New Hampshire My Commission Expires October 21, 2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Bouchard, Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/2/16</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 RCF
Date 4/22/16

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 RC S
Date 9/22/16

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**EXHIBIT A
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 the insurance coverage for state owned watercraft.

ARTICLE 2. EFFECTIVE DATE

Effective Date of Agreement: 06/04/2016
Expiration Date of Agreement: 06/04/2017
12:01 AM 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 Clause

B. COVERAGE FOR PROTECTION AND INDEMNITY INSURANCE

Coverage is required as follows: 539 vessels for protection and indemnity coverage under the following categories.

LARGE BIN	Watercraft, inboard motor (3)
LARGE BOUT	Watercraft, outboard motor (7)
BIN	watercraft, inboard motor (11)
BOUT	watercraft, outboard motor (232)
BNO	watercraft, no motor (286)

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
- Pollution Exclusion clause and buy back endorsement
- Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion
- AIMU Extended Radioactive Contamination Exclusion Clause with USA Endorsement (coverage for fire resulting from nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire).

C. CLAIMS ADMINISTRATION

IMU shall administer all reported claims from June 4, 2016 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, 2016.
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 \$30,795 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	One Year 6/4/15 – 6/4/2016
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 \$189,186	\$ 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 \$125,207	\$ 1,250
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 Osmond	\$ 36.29
Protection and indemnity insurance for 2008 30' Munson PackCat	\$ 36.29
Protection and indemnity insurance for 2013 Zodiac	\$ 36.29
Protection and indemnity insurance for 1998 McKee Craft 23'	\$ 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	\$ 398.75
Protection and indemnity insurance for 232 BOUT Rate of \$36.30 times 232 (number of vessels) equals a premium of	\$8421.60
Protection and indemnity insurance for 286 BNO Rate of \$5.51 times 286 number of vessels, equals a premium of	\$1575.86
Contract Price	\$ 25,795

Terrorism Insurance can be purchased for an additional \$869.00

Type	Description
BIN	Watercraft with inboard motor
BOUT	Watercraft with outboard motor
BNO	Watercraft with no motor

EXHIBIT B
CONTRACT PRICE AND PAYMENT TERMS CONTINUED

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 emailed or mailed to:

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

Or via email to: diane.caldon@nh.gov

The State shall not make payments to Rowley prior to the Agreement effective date of June 4, 2016 but not prior to Governor & Council approval.

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

RCW
4/22/16

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 corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April, A.D. 2016

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 September 16, 2015, 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 the State of New Hampshire Producer Services Contract on behalf of the Company.

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 21st day of April, 2016



Bruce H. Langley
Assistant Secretary and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2016

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).

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Peggy Johnson PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: pjohnson@rowleyagency.com	
INSURED The Rowley Agency Inc 139 Loudon Road P.O. Box 511 Concord NH 03302-0511		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Insurance INSURER B: Acadia Insurance Company INSURER C: MEMIC Indemnity Company 11030 INSURER D: Travelers Cas & Surety Co of Am INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			CPA003817928	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CAA003817528	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
B	UMBRELLA LIAB EXCESS LIAB			CUA003818328	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			3102802541 3A States: NH, ME, VT	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
	Y/N <input checked="" type="checkbox"/> N/A						
D	Employee Dishonesty			105882645	2/1/2016	2/1/2019	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Commerical property insurance coverage for State owned buildings contract

CERTIFICATE HOLDER State of NH Department of Administrative Services Risk Management Unit 25 Capitol Street, Rm 412 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 Peggy Johnson/PAJ <i>Peggy A Johnson</i>

WESTPORT INSURANCE CORPORATION

**CERTIFICATE OF INSURANCE
(Claims First Made)**

Issue Date: 4/21/2016

Certificate Holder:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
25 CAPITOL STREET, ROOM 412
CONCORD, NH 03301

This is to certify that the Named Insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the Named Insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998210

NAMED INSURED: THE ROWLEY AGENCY, INC.

OTHER INSURED AS DEFINED IN POLICY:
INSURANCE COVERAGE FOR STATE-OWNED WATERCRAFT

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability: \$25,000,000 Per Claim
\$25,000,000 Aggregate for the Policy Period

Sublimit of Liability for BREACH OF PERSONAL DATA: NO COVERAGE Per Claim
NO COVERAGE Aggregate for the Policy Period

Deductible: \$ 25,000 Per Claim
\$ 75,000 Aggregate for the Policy Period

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2016 TO: February 01, 2017

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative