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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

March 23, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract with The Rowley Agency, (vendor #154464) in an amount not to exceed \$969,000 for the purchase of commercial property insurance, earthquake, equipment breakdown, flood, and terrorism coverage for state-owned buildings and contents upon Governor and Council approval for the period effective May 1, 2016 through May 1, 2019. **100% General Funds.**

Funding is available as outlined below for SFY16 and is anticipated to be available upon the continued appropriation of funds in the SFY17 through SFY19 operating budgets with the authority to adjust the encumbrance in each and between the State fiscal years through the Budget Office if needed and justified.

01-14-14-143510-290100 – Department of Admin Services, Risk Management Unit
211-500757 Catastrophic Casualty Ins.

| | <u>FY16</u> | <u>FY17</u> | <u>FY18</u> | <u>FY19</u> |
|-------------|-------------|-------------|-------------|-------------|
| Premium | \$297,000 | \$ 297,000 | \$ 297,000 | \$ - |
| Appraisals | \$ - | \$ 6,000 | \$ 6,000 | \$ 6,000 |
| Contingency | \$ - | \$ 20,000 | \$ 20,000 | \$ 20,000 |
| | \$297,000 | \$ 323,000 | \$323,000 | \$ 26,000 |

EXPLANATION

The procurement of commercial property insurance for state-owned buildings is not required by statute but is part of a strategic risk management plan to limit the State's exposure to financial loss from a catastrophic property loss, earthquake, flood or terrorism event. This contract provides property coverage for 302 buildings including their contents and offers

claims management and loss control services that include replacement value property appraisals.

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 Vice President Robert Simpson made inquiries to five insurance markets about the program. Two markets declined because the property schedule exceeded their capacity. Three vendors responded with offers to provide coverage in compliance with contract specifications: Travelers Insurance Company (Travelers), Zurich Insurance Company (Zurich), and CNA Casualty Company (CNA).

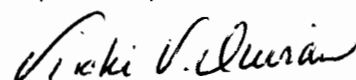
Travelers provided the most competitive and winning quote of .0256 per \$100 of real property coverage with a rate lock agreement for the second and third year if the loss ratio stays below 35%. Travelers' coverage includes property damage, equipment breakdown (aka, boiler and machinery coverage), and extensive flood zone coverage (excluding Zone V). Travelers' ordinance of law coverage improves upon the incumbent by providing full coverage up to the statement of values to bring the undamaged portion of a building up to current local building code standards and \$2.5 million in coverage for demolition and increased costs of construction associated with ordinance of law. The base premium also includes terrorism coverage, 6 appraisals per year, and a 25% increase over stated building values. This policy provides insurance coverage with a limit up to \$500,000,000.

The quoted premium is void of agency fee or commission. The total contract cost of \$969,000 includes a premium of \$297,000 per year, \$6,000 in FY17, FY18 and FY19 for additional appraisals not included in the base premium, and a contingency of \$20,000 in FY 17, FY18 and FY19 to address potential premium increases related to new construction projects or increased property valuations resulting from appraisals.

The incumbent carrier Zurich offered a rate of .0319 per \$100 of real property coverage that was not competitive with the rate and terms offered by Travelers. CNA offered a competitive rate in the first year of .0258 per \$100 of real property coverage but would not offer a rate lock agreement in the second or third years. The rate offered by Travelers through this contract results in \$218,000, or 19.7%, in savings compared to the expiring rate offered by Zurich. The Rowley Agency recommends that coverage be secured through Travelers and the Risk Management Unit agrees.

We respectfully request your approval.

Respectfully submitted,



Vicki V. Quiram
Commissioner

MARKETING RESULTS

The Rowley Agency arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property Insurance. Robert Simpson, the account executive from Rowley made inquiries to specific insurance markets about the program. Three markets provided a quote. Two markets declined due to the high value of the property.

| Market Approached | RESULTS |
|-------------------|--|
| Travelers | \$297,000 quote includes terrorism coverage at no additional cost |
| Zurich | \$382,951 renewal quote includes cost of \$13,000 for terrorism coverage |
| CNA | \$300,000 quote includes cost of \$10,000 for terrorism coverage |
| Cincinnati | Declined to quote due to high property value |
| Acadia | Declined to quote due to high property value |

BASE PREMIUM SUMMARY- \$1,000,000 DEDUCTIBLE

| Subject | Zurich | Travelers | CNA |
|-------------------|-----------|-----------|--|
| Term of Coverage | 3 year | 3 year | 1 year (2 nd & 3 rd years TBD) |
| Total Annual Cost | \$369,951 | \$297,000 | \$290,000 |

BASE PREMIUM PLUS TERRORISM COVERAGE - \$1,000,000 DEDUCTIBLE

| Subject | Zurich | Travelers | CNA |
|-----------------------------|-----------|------------|-----------|
| Property Insurance Coverage | \$369,951 | \$297,000 | \$290,000 |
| Terrorism | \$ 13,000 | included | \$ 10,000 |
| Total cost | \$382,951 | \$ 297,000 | \$300,000 |

OPTIONAL APPRAISAL SERVICES

| Subject | Zurich | Travelers | CNA |
|-------------------|----------------------------|--|-----|
| Appraisal Service | \$1,200 max per inspection | 6 included in base premium. Additional at \$1,200 max per inspection | NA |

Mr. Simpson recommends securing insurance coverage with Travelers Insurance as they presented the most competitive and comprehensive terms in comparison to other markets approached. The Risk Management Unit agrees with his recommendation.

Contractor Initials *RCS*
Date *3/21/16*

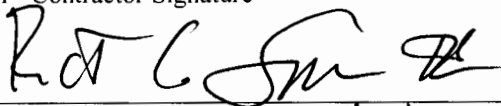
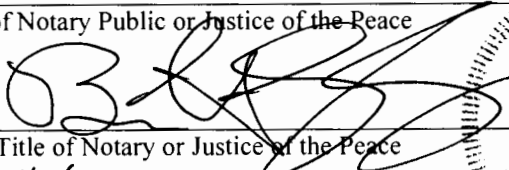

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 010 014 29010000 211 500757 | 1.7 Completion Date May 1, 2019 | 1.8 Price Limitation \$ 969,000 |
| 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>New Hampshire</u> , County of <u>Merrimack</u> On <u>March 21, 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 [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>BRUCE H. LANGLEY</u> <u>NOTARY PUBLIC - MY COMMISSION EXPIRES Nov 19, 2017</u> | | | |
| 1.14 State Agency Signature <u>Victoria V. Quirain</u> Date: <u>3/22/16</u> | | 1.15 Name and Title of State Agency Signatory <u>Victoria V. Quirain, Commissioner</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>3/24/16</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 PCS
Date 3/21/16

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.

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.

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and The Rowley Agency**

Exhibit A - Scope of Services

The Rowley Agency hereinafter called the Contractor, agrees to provide commercial property, earthquake, flood and terrorism coverage for the State of New Hampshire's real property from May 1, 2016 through May 1, 2019.

The coverage consists of property insurance coverage for (1) building and contents \$500,000,000 Property Loss Limit including equipment breakdown after the application of a \$1,000,000 deductible; (2) earthquake insurance coverage with an annual aggregate limit of \$10,000,000, with a \$1,000,000 deductible; (3) flood insurance coverage with an annual aggregate limit of \$25,000,000, with a \$1,000,000 deductible; (4) terrorism coverage.

The composite rate of .0256 is for the real property, equipment breakdown, and earthquake, flood and terrorism insurance coverage.

Required Appraisal Services – The Vendor shall provide appraisal services to develop replacement costs estimates for covered buildings. Replacement costs will be developed using the Marshall Valuation Service Manual and in-person field inspections. The vendor shall provide 6 replacement value cost estimates per policy year as a service provided in the base premium.

Optional Appraisal Services – Upon request, the Vendor shall provide up to an additional 5 replacement value cost estimates per policy year at a cost of \$1,200 per estimate.

Contractor Initials RC S
Date 3/21/16

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and The Rowley Agency**

Exhibit B – Price and Method of Payment

The premium effective May 1, 2016 through May 1, 2019 is \$297,000. A multi-year rate agreement is provided contingent upon conditions outlined in the annual rate adjustment agreement. Included in this contract is an additional annual amount of \$6,000 for optional property appraisals as well as an annual contingent amount of \$20,000 for additional coverage and appraisals to the extent that contingency funds are available. Real property coverage is offered at a rate of .0256 per \$100.

The first year premium payment of \$297,000 is due within thirty days from the date of contract approval by Governor and Council. The second and third renewal premium is due within thirty days of renewal effective date.

The total cost of this three year contract is \$891,000 for property, equipment breakdown, earthquake, flood, and terrorism insurance.

The appropriate account number for the P-37 form, section 1.6 is:

010-014-29010000-211-500757

Premium

| | |
|------------------------|--|
| <u>FY16</u> | \$297,000 for Policy Year 16-17 |
| <u>FY17</u> | \$297,000 for Policy Year 17-18 |
| <u>FY18</u> | <u>\$297,000 for Policy Year 18-19</u> |
| Total Contract Premium | \$891,000 |

Travelers will provide a rate lock agreement for the second and third year if the loss ratio stays below 35% in the prior year.

Optional Property Appraisals

- FY16 no appraisals will be completed during FY16 under this contract
- FY17 not to exceed \$6,000 to be completed in Policy Year 16-17
- FY18 not to exceed \$6,000 to be completed in Policy Year 17-18
- FY19 not to exceed \$6,000 to be completed in Policy Year 18-19

Contingency

\$20,000 for each FY17, FY18 and FY19 has been included in the requested encumbrance based upon the number of appraisals performed, acquisitions or new construction projects that may increase the property valuation and thus result in an increase in premium.

The total cost of this three year contract shall not exceed \$969,000 for premium, appraisals and contingency funds. 100% General Funds

Contractor Initials RUS
Date 2/21/16

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and Rowley Agency**

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 \$10,000,000
6. Crime/Fidelity coverage with limits of \$500,000

Contractor Initials RCS
Date 3/21/16

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 21st day of March, 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 March 1, 2016, 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 March, 2016


Bruce H. Langley
Assistant Secretary and Treasurer

WESTPORT INSURANCE CORPORATION

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

Issue Date: 3/21/2016

Certificate Holder:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
25 CAPITOL STREET
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:
REFERENCE: STATE OF NH - COMMERCIAL PROPERTY INSURANCE COVERAGE
FOR STATE OWNED BUILDINGS CONTRACT

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

