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The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

July 30, 2018

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

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**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with the USI Insurance Services, Bedford, NH (Vendor #286651) to purchase property insurance coverage for the Winnepesaukee River Basin Program (WRBP) for a total cost not to exceed \$37,688.00, effective as of September 1, 2018 through September 1, 2019, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the following account:

	<u>FY19</u>
03-44-44-442010-1300-020-500250	\$37,688.00
Dept. Environmental Services, Winnepesaukee River Basin, Current Expenses	

**EXPLANATION**

The WRBP is the state-owned sewer system serving parts of the New Hampshire Lakes Region. The WRBP wastewater collection and treatment facilities, which include a treatment plant in Franklin, thirteen pump stations, and a maintenance facility in Laconia, are operated by employees of the state's DES on behalf of the communities benefiting from the facilities. A total of nearly \$70 million has been spent to construct these facilities and about \$5.5 million is spent each year to operate and maintain them. The purchase of insurance to protect these facilities is made under RSA 485-A:53.

The State's Risk Management Unit (RMU) coordinated with the WRBP to secure the similar coverage terms and conditions as in the previous fiscal year. Following the RMU's direction, USI Insurance Services arranged for this insurance purchase in accordance with its contract with the State for *Producer Services* effective July 1, 2018, approved by Governor and Executive Council on May 16, 2018 (item #73).

USI Insurance Services made inquiries to seven insurance markets to gauge their interest in providing insurance coverage for the WRBP. Only one insurance carrier, the incumbent insurer for the WRBP since 2003, responded with a proposal for insurance coverage meeting current terms. Three companies declined to quote due to the inability to meet flood insurance requirements and two declined because of the class of business. Chubb provided a quote but failed to meet required terms because they offered significantly less flood coverage and no inland marine coverage for equipment.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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Philadelphia offers flood coverage at 13 of 15 locations with \$44,356,000 in scheduled value while Chubb only offered coverage on 6 of 15 locations with \$7,182,000 in scheduled value. Philadelphia's quote of \$37,688.00 for a one year premium including terrorism coverage offers the best combination of terms and price.

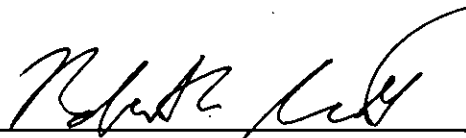
The insurance agreement covers property, flood, earthquake, boiler and machinery, inland marine insurance, and terrorism insurance (TRIA) for the WRBP. The total contract price of \$37,688 includes the total annual premium. The quoted premium is void of agency fee or commission.

USI Insurance Services recommends that coverage be renewed as per the renewal terms with Philadelphia Insurance and RMU agrees with the recommendation.

There is no General Fund contribution required for this contract.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



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Robert R. Scott, Commissioner

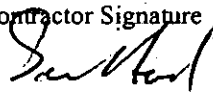
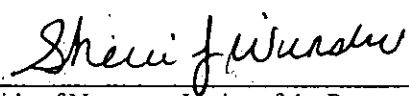
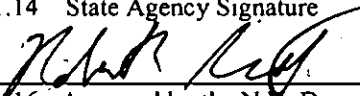
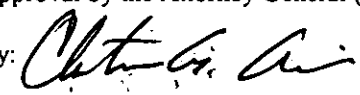
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name USI Insurance Services LLC VC 286651		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-665-6119	1.6 Account Number 03-44-44-442010-1300-020-500250	1.7 Completion Date September 1, 2019	1.8 Price Limitation : \$37,688
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sean Hood USI Insurance Services, Regional President, NH	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 30, 2018</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>Sherri J. Winslow - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>8-2-18</u> <u>Robert R. Scott 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>8-7-18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**Sherri J. Winslow**  
 Notary Public, State of New Hampshire  
 My Commission Expires March 21, 2023

**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

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.

**Insurance Coverage for the Winnepesaukee River Basin Program  
Contract Agreement  
State of New Hampshire, Department of Environmental Services  
and USI Insurance Services, LLC**

**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 USI Insurance Services for property insurance coverage for the Winnepesaukee River Basin Program (WRBP).

**ARTICLE 2. EFFECTIVE DATE**

Effective Date of Agreement: September 1, 2018  
Expiration Date of Agreement: September 1, 2019  
12:01 AM Standard Time at the address of the State stated herein.

USI Insurance Services hereby agrees to provide insurance coverage for WRBP as described herein.

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

**ARTICLE 3. Administrative Services Provided by USI Insurance Services**

**A. INSURANCE COVERAGE DETAILS**

1. The named insured is Winnepesaukee River Basin Program (WRBP), including all Divisions, Boards, Committees, Commissions, Authorities and Agencies.
2. The property insured is:
  - a. All real and personal property owned, used, or intended for use by the WRBP or hereafter erected, installed or acquired including while in the course of building, erection, installation and assembly. Real property shall include the underground process pipe tunnel system.
  - b. Real and personal property of others in WRBP's care, custody and control.
  - c. Personal property of the WRBP's officials and employees at all WRBP owned or operated locations.
3. A schedule of WRBP buildings with location, building detail and replacement cost value is on file with USI Insurance Services, DES and RMU. This schedule is updated annually or during the term policy term due to changes to the scheduled buildings.
4. The blanket building limit is \$47,437,000 for all WRBP property with a \$25,000 deductible and 100% co-insurance, flood insurance coverage with a limit of \$15,000,000 for locations 1,3,7,9,10,11,12,13,14 and a blanket limit of \$1,500,000 for locations 2,5,6,8 with a \$25,000 deductible for all flood locations, flood coverage is excluded for locations 4 and 15, terrorism (in accordance with the federal Terrorism Risk Insurance Act - TRIA) coverage, earthquake insurance coverage with a limit of \$15,000,000 and a \$100,000 deductible, boiler and machinery coverage with a \$25,000 deductible and inland marine coverage for a Mobile Emergency Caterpillar Gen-Set, Godwin diesel pump, and Wacker-Neuson Mobile Emergency generator with a limit of \$133,880 and a \$1,000 deductible.

## B. CLAIMS ADMINISTRATION

USI Insurance Services shall administer all reported claims from September 1, 2018 for the contract period until the claims are closed.

### 1. Claim Reporting

RMU shall report claims from designated personnel at WRBP to a USI Insurance Services designated claims adjuster. USI Insurance Services shall send a letter of acknowledgment of claim to the RMU electronically or via US mail.

### 2. Claim Reserving

USI Insurance Services shall establish and maintain timely and adequate reserves. USI INSURANCE SERVICES shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by USI INSURANCE SERVICES in a matter consistent with established industry practice.

### 3. Litigation Management

USI INSURANCE SERVICES 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. USI INSURANCE SERVICES 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. USI INSURANCE SERVICES shall review attorney bills to ensure that they are accurate and reasonable.

### 4. Payment Control

All claim payments shall be made by USI INSURANCE SERVICES 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.

### 5. Claims Settlements and Loss Runs

USI INSURANCE SERVICES shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. USI INSURANCE SERVICES shall issue loss run reports within thirty days of RMU's request.

## C. ACCOUNT MANAGEMENT

USI INSURANCE SERVICES shall manage the WRBP policy in accordance with the terms and conditions of the *Producer Services and Safe Driving Program Administration* contract, effective July 1, 2018



**Insurance Coverage for the Winnepesaukee River Basin Program  
Contract Agreement  
State of New Hampshire, Department of Environmental Services  
USI INSURANCE SERVICES**

**Exhibit B – Price and Method of Payment**

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.** USI INSURANCE SERVICES 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 \$37,688 to reflect the annual premium.

Description	One Year Premium
Property insurance coverage for the Winnepesaukee River Basin Program (WRBP)	\$ 36,300
Inland Marine insurance coverage for scheduled equipment valued at \$133,800	\$1,388
Federal Terrorism Risk Insurance	(Included in costs above)
<b>Total Premium</b>	
	<b>\$ 37,688.</b>

B. **INVOICING**

USI INSURANCE SERVICES shall submit an invoice 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 the Risk Manager

The State shall not make payments to USI INSURANCE SERVICES prior to the Agreement effective date of September 1, 2018.

C. **PAYMENT**

The State shall make payment to USI INSURANCE SERVICES 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.

Contractor's Initials: *ST*  
Date: 7/30/18

**Insurance Coverage for the Winnepesaukee River Basin Program  
Contract Agreement  
State of New Hampshire, Department of Environmental Services  
USI INSURANCE SERVICES**

**Exhibit C – Special Provisions**

This EXHIBIT C, Special Provisions, is made a part of the Agreement and is made according to the terms of paragraph 22 of the Form P-37.


- A. **INSURANCE.** Delete Paragraph 14.1.1 and substitute the following:
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 \$25,000,000 per occurrence and in the aggregate
  4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
  5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 and in the aggregate
- B. There are no other special provisions for this contract.

WINNEPESAUKEE RIVER BASIN PROGRAM  
 PROPERTY VALUATION INFORMATION  
 AS OF 5-2-17

LOCATION & DESCRIPTION	REPLACEMENT COST VALUE	Flood Zone
<b>1 Franklin Wastewater Treatment Plant</b> 528 River St., Franklin, NH <i>Admin/Operations Building and associated structures/equip</i> Mixed Construction 19,790 sf Built 1979 <i>Electrical Switchgear Annex (Attached)</i> Wood Frame/Vinyl siding/Sloped shingle roof 364 sq ft (26'x14') Built 2016	26,704,000	X
<b>1- Bldg 2 Ultraviolet Disinfection/Plant Water Building</b> Reinforced Concrete/Brick Veneer 3,000 sf Built 2013	4,370,000	
<b>2 River Street Pumping Station</b> 101 River St., Franklin, NH Reinforced concrete / brick veneer 3,079 sq ft	1,197,000	X
<b>3 Belmont Pumping Station</b> 74 South Rd., Belmont, NH Reinforced concrete / brick veneer / wood rafter false-roof over concrete, 490 sq ft	955,000	C
<b>4 Winnisquam Pumping Station</b> 202 Water St., Laconia, NH Reinforced concrete / brick veneer 2,556 sq. ft.	1,910,000	A4
<b>5 Sanbornton Stations aka Lower Bay Rd Pumping Station</b> 48 Bay Rd., Sanbornton, NH and Smith Road Pumping Station 163 Lower Bay Rd Sanbornton, NH below-ground fiberglass vault on concrete pad (both) 45 sq ft each station	357,000	B A04
<b>6 Jewett Brook Pumping Station</b> 73 Stafford St., Laconia, NH Reinforced concrete / brick veneer 1,597 sq ft	955,000	C
<b>7 No. Main Street Pumping Station</b> 1539 Old No. Main St Laconia, NH Reinforced concrete / brick veneer 4,092 sq ft	1,439,000	C
<b>8 Paugus Park Pumping Station</b> 29 Paugus Park Rd., Laconia, NH Reinforced concrete / brick veneer 4,092 sq ft	1,439,000	C
<b>9 State School Pumping Station</b> 1 Right Way Path, Laconia, NH Reinforced concrete / brick veneer 1,364 sq ft	955,000	C
<b>10 Maiden Lady Cove Pumping Station</b> 763 Scenic Dr., Laconia, NH Reinforced concrete / brick veneer 3,158 sq ft	1,197,000	C
<b>11 Pendleton Beach Pumping Station</b> 67 Pendleton Beach Rd., Laconia, NH Reinforced concrete / brick veneer	1,197,000	C

WINNEPESAUKEE RIVER BASIN PROGRAM  
 PROPERTY VALUATION INFORMATION  
 AS OF 5-2-17

LOCATION & DESCRIPTION	REPLACEMENT COST VALUE	Flood Zone
2,021 sq ft <b>12 Gilford Pumping Station</b> 74 Weirs Rd., Gilford, NH Reinforced concrete / brick veneer	1,197,000	X
1,021 sq ft <b>13 Glendale Pumping Station</b> 31 Dock Rd., Gilford, NH Reinforced concrete / brick veneer	1,197,000	AE
2,413 sq ft <b>14 Ellacoya Pumping Station</b> 280 Scenic Dr., Gilford, NH Reinforced concrete / brick veneer	1,197,000	X
<b>15 Laconia Maintenance Shop</b> 202 Water St., Laconia, NH Metal/masonry; wood frame interior 8,925 sq ft	1,171,000	A04
<b>Total Replacement Cost:</b>	47,437,000	

  
 \_\_\_\_\_  
 Signature of Insured

6/12/18  
 Date

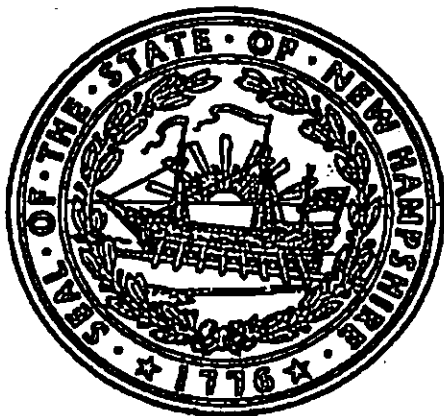
**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. 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: 584972

Certificate Number: 0004088274



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

**USI INSURANCE SERVICES LLC**

(A Delaware Limited Liability Company)

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**Written Consent of the Manager  
Pursuant to the Delaware Limited Liability Company Act**

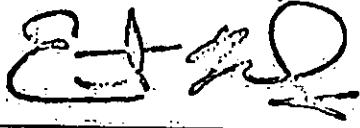
The undersigned, as the sole Manager (the "Manager") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "Company"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

**RESOLVED**, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Sean Hood – USI Insurance Services – New England Region

**RESOLVED**, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

**IN WITNESS WHEREOF**, the undersigned Manager has executed this consent as of the 25<sup>th</sup> day of July 2018.



Ernest J. Newborn, II  
Manager

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/01/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, LLC; CONTACT NAME: Deanna Zawistowski; INSURER(S) AFFORDING COVERAGE: Liberty Insurance Corporation, Employers Ins. Co. of Wausau, etc.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Employers' Liability.

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

CERTIFICATE HOLDER: State of New Hampshire, Dept. of Environmental Services; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/01/2018

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

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


PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450	CONTACT NAME: Lynn Owen	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: lynn.owen@usi.com	
INSURED USI Advantage Corp. 100 Summit Lake Drive, Suite 400 Valhalla, NY 10595	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<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)		ELU15348817	12/31/2017	12/31/2018	\$15,000,000 per claim \$15,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability / E&O Liability coverage is extended to all subsidiaries and dba's of USI Advantage Corp. / USI Insurance Services, LLC. All USI employees are covered under this policy for the work performed as directed by USI.  
 RE: USI Insurance Services LLC

CERTIFICATE HOLDER State of New Hampshire Dept of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	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 
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