



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



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Robert R. Scott, Commissioner

120

August 9, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with N. A. Manosh Inc., Morrisville, VT (VC #290595-B001) in the amount of \$119,700 for grease removal and disposal services, effective upon Governor and Council approval through June 30, 2027. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY 2026-2027 is contingent upon the availability and continued appropriation of funds.

	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>
03-44-44-442010-1300-048-500226	\$39,650	\$39,900	\$40,150
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance – Bldg & Grnds			

EXPLANATION

NHDES, under the Winnepesaukee River Basin Program (WRBP,) owns and operates the regional wastewater collection and treatment facilities for ten communities in the Lakes Region. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant. Approval of this contract will authorize grease removal and disposal services for the treatment plant and five pump stations.

Among the many components found in sewage are fat, oil, and grease; by-products of food preparation performed in the many institutions, restaurants, and thousands of households which depend upon the WRBP system. Fat, oil, and grease accumulates in the wetwells of the pumping stations where a mat of grease, plastics and other floatable materials several inches thick will form. Grease that does not become part of the floating mat in the pumping stations flows to the plant where the grease is skimmed from the surface of settling tanks and accumulated for off-site disposal. Accumulation of grease in the wetwells is problematic because it interferes with the level sensing devices used to control pump operation. Grease which passes through the pump stations is automatically skimmed from clarifiers at the treatment plant and transferred to scum holding tanks. The agreement includes scheduled grease removal work and also provides for contingency (unscheduled emergency) services for when a WRBP pumping station or sewer line experiences unexpected grease buildup. The WRBP has needed such contingent services on multiple occasions over the last few years.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

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

A Request for Proposal (RFP) was prepared and sent to two (2) firms which provide this type of specialized service. Finding a reliable grease removal and disposal firm able to provide these specialty services has become increasingly difficult and numerous firms have exited the market. The RFP was advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

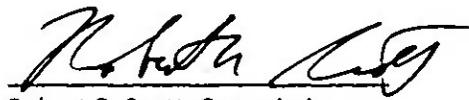
<u>Company</u>	<u>Scheduled Services</u>	<u>Unscheduled Services</u>	<u>Total</u>
N. A. Manosh Inc., Morrisville, VT	\$104,700	\$15,000	\$119,700
Wind River Environmental, Inc., Marlborough, MA		No response	

As a result of the single proposal submitted and subsequent due diligence, we wish to award the contract to N.A. Manosh Inc. This firm has successfully performed grease removal services for the WRBP for the last several years. This contract enables the WRBP to retain a reliable firm capable of performing these specialties services over the term of the contract.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP operation.

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

We respectfully requested your approval of this item.


Robert R. Scott, Commissioner

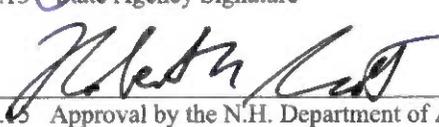
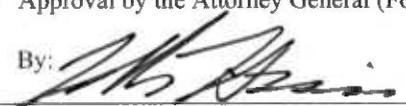
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 N. A. Manosh Inc.		1.4 Contractor Address 120 Northgate Plaza, Morrisville, VT 05661	
1.5 Contractor Phone Number (802) 888-5722	1.6 Account Unit and Class 03-44-44-442010 1300-048-500226	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$119,700
1.9 Contracting Officer for State Agency Timothy Pelletier		1.10 State Agency Telephone Number (603) 528-6746	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Manosh - President	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: 8/16/2024	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials NM
Date 6/25/24

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials *NM*
Date *6/25/24*

**EXHIBIT A
SPECIAL PROVISIONS**

CONFINED SPACE CERTIFICATION

I, Nick Manosh, of
(Name)

N. A. Manosh Inc.

(Company Name)

hereby certify that the confined space policy of

N. A. Manosh Inc.

(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

N. A. Manosh

(Company Name)

Possesses all equipment required for compliance with
all provisions of the rules.

Initials: NAMA
Date: 6/25/24

EXHIBIT B
SCOPE OF SERVICES

Item 1 Removal and Disposal of Grease from Pump Station Wetwells

Contractor shall remove and dispose of the grease and floatable materials in the wetwells at the five (5) noted pumping stations listed herein and at the manner and frequency provided. Contractor shall dispose of the grease and floatable materials only at an appropriate disposal location. The cleaning and removal operations shall also include the removal of grease attached to the wall along the perimeter of each well.

- A) North Main Pump Station – Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 17'x23'; approximately 18' feet below finish grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- B) Jewett Brook Pump Station - Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 9.0'x11.5'; approximately 16 feet below grade; approximately 180 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- C) Belmont Pump Station – Belmont, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 8.5'x5', approximately 14 feet below grade; approximately 50 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1D when semi-annual cleaning is performed.

- D) Winnisquam Pump Station – Laconia, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 12'x15'; approximately 13.5 feet below grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1C when semi-annual cleaning is performed.

- E) River Street Pump Station – Franklin, NH
Annual cleaning. Wetwell dimensions: 2 at 14'x14', approximately 14 feet below grade; approximately 900 gallons of grease and floatables expected per cleaning event. This task will be scheduled concurrently with Task 2A, when requested by the WRBP.

Item 2 Grease Removal from Scum Pits at Wastewater Treatment Plant

- A) Contractor shall remove and appropriately disposal of grease and floatable materials from four (4) scum pits located at the WRBP wastewater treatment plant in Franklin. Each tank is approximately 4'x4'. Each pit is expected to have two feet of floatable material removed per cleaning event.

EXHIBIT B
SCOPE OF SERVICES - Continued

At least two (2) and as many as four (4) pits will be cleaned every two (2) months. There are two (2) pits at the primary clarifiers and two (2) pits at the sludge thickeners. The number of pits to be cleaned will be determined by the tanks which are in service. When less than four (4) pits are cleaned in any scheduled cleaning, the quoted price for the service shall be reduced by the amount per pit, as specified in Exhibit C.

- B) Two (2) scum pits at the secondary clarifiers will be cleaned biannually.

Item 3 As-needed, Unscheduled Services

The per hour cost for vactor truck and labor (2 contractor employees) for unscheduled grease removal/vactor service, and the per gallon disposal fee for grease and other floatable materials will be paid under the terms outlined in Exhibit C of this Agreement.

Contractor Responsibilities

Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the Scope of Work. It shall be the sole responsibility of the Contractor to comply with all local, state, and federal rules and regulations in the commission of the work requested by this specification. The grease and floatable materials removed under this contract shall be disposed of by the contractor in accordance with all applicable federal, state, and local regulations governing such waste. Contractor shall confirm, in writing, the disposal location for materials removed during each service. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions; therefore, it is recommended that each bidder inspect the sites so that any questions can be answered prior to finalizing their quotation. Work must be completed during normal working hours of Monday-Friday, 7:00 AM to 3:00 PM, unless otherwise mutually agreed-upon arrangements are made with the WRBP.

Information contained in the State's Request for Proposals dated May 2, 2024 and all addenda thereto are hereby included in Exhibit B by reference.

EXHIBIT C COST AND TERMS OF PAYMENT

SCHEDULED SERVICES

The annual cost for each service specified below; include all travel, labor, fuel surcharges or any other fees, equipment, and disposal costs for the service. Each service requires 2 contractor employees.

	FY25	FY26	FY27
Item 1: Removal and Disposal of Grease from Pump Station Wetwells			
1A) North Main, once per year [Scheduled with 1B, 1C, and 1D]	\$ <u>2450.00</u>	\$ <u>2500.00</u>	\$ <u>2550.00</u>
1B) Jewett Brook, once per year [Scheduled with 1A, 1C, and 1D]	\$ <u>2050.00</u>	\$ <u>2100.00</u>	\$ <u>2150.00</u>
1C) Belmont, twice per year [Scheduled once with 1A, 1B, and 1D]	\$ <u>2850.00</u>	\$ <u>2900.00</u>	\$ <u>2950.00</u>
1D) Winnisquam, twice per year [Scheduled once with 1A, 1B, and 1C]	\$ <u>5650.00</u>	\$ <u>5700.00</u>	\$ <u>5750.00</u>
1E) River Street, once per year [Scheduled with 2A]	\$ <u>3650.00</u>	\$ <u>3700.00</u>	\$ <u>3750.00</u>
Item 2: Removal and Disposal of Grease from Scum Pits at Wastewater Treatment Plant			
2A) Cleaning 4 Scum Pits at Treatment Plant Bi-monthly, 6 times per year	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>	\$ <u>16,500.00</u>
DEDUCT for 2A, per scum pit, per event when bi-monthly cleaning has less than 4 scum pits to service	\$ (<u>500.00</u>)	\$ (<u>500.00</u>)	\$ (<u>500.00</u>)
2B) Cleaning 2 secondary clarifier scum pit at Treatment Plant, twice per year	\$ <u>1500.00</u>	\$ <u>1500.00</u>	\$ <u>1500.00</u>
ANNUAL SCHEDULED SERVICES TOTAL (Sum of Items 1 + 2 per year without deduct for 2A)	\$ <u>34,650.00</u>	\$ <u>34,900.00</u>	\$ <u>35,150.00</u>

EXHIBIT C
COST AND TERMS OF PAYMENT - Continued

UNSCHEDULED SERVICES

The per hour cost for unscheduled grease removal at any WRBP location, including vector truck service, labor (2 employees), and per gallon disposal fee for grease and other floatable materials.

Item 3: Unscheduled Services	FY25	FY26	FY27
3A) Regular Hourly Rate (\$/hr) [includes 2 employees, travel time, equipment, and cost for services]	<u>\$ 300.00</u>	<u>\$ 325.00</u>	<u>\$ 325.00</u>
[For 3A Specify Minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>
3B) Overtime Hourly Rate (\$/hr) [includes 2 employees, travel time, equipment, and cost for services]	<u>\$ 450.00</u>	<u>\$ 487.50</u>	<u>\$ 487.50</u>
[For 3B Specify Minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>
Disposal Fees, per gallon, in addition to that included in scheduled service cost	<u>\$.35 /gal.</u>	<u>\$.35 /gal.</u>	<u>\$.35 /gal.</u>
Contract Price per Fiscal Year: (Item 1 + Item 2 without deduct + \$5000)	<u>\$39,650.00</u>	<u>\$39,900.00</u>	<u>\$40,150.00</u>
Total Contract Price Limitation (FY25+FY26+FY27):	<u>\$119,700.00</u>		

Notes:

- 1) The total contract price limitation is based upon the sum of the annual routine servicing costs plus an additional \$5,000.00 per year for unscheduled services and associated disposal of material. Unscheduled services shall be pre-approved by the WRBP.
- 2) Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of the work and written identification of disposal location for materials removed during each service.
- 3) For any scheduled service which occurs more than once per year, the cost per event will be determined by dividing the annual cost for that service by the number of events specified per fiscal year for that service.
- 4) The WRBP reserves the rights to change, add or delete pump stations or individual scum pit services as suits the needs of the program at the time of each service. Contractor shall be paid only for the locations service.
- 5) Approval of this contract does not authorize any expenditure over the price limitation.

N. A. Manosh Inc.
Company Name

Initials: NAM
Date: 6/25/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that N.A. MANOSH INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on August 28, 2017. 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: 777843

Certificate Number: 0006672509



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



www.manosh.com
800-544-7666

120 Northgate Plaza
Morrisville, VT 05661

802-888-5722
802-888-4681 (Fax)
nickm@manosh.com

06/25/2024

CERTIFICATE OF VOTE

I, Ronda Degree hereby certify that I am duly elected Secretary of N.A. Manosh, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of directors of the corporation duly called and held on June 25, 2024 at which a quorum of the Board was present and voting.

VOTED;

That Nick A. Manosh, President of the Corporation is authorized task at Winnepesaukee River Basin (WRBP) and Department of Environmental Services (NHDES) contract and is authorized to execute any documents which may be necessary in the performance of this contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effective as of June 25, 2024 and that Nick A. Manosh is duly President of this Corporation.

DATE: 06/25/2024

Attest;

Secretary;

Ronda L. Degree

Ronda Degree



120 Northgate Plaza
Morrisville, VT 05661

802-888-5722
802-888-4681 (Fax)
nickm@manosh.com

CERTIFICATE OF AUTHORITY

I, Ronda Degree, Secretary of N.A. Manosh Inc. do hereby certify that Nick A. Manosh is authorized to execute any documents that may be necessary to enter into a contract with the State of New Hampshire. I certify that N.A. Manosh, Inc. is a foreign profit corporation registered to conduct business in the State of New Hampshire. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Nick A. Manosh has full authority to bind the company and that authority will not be rescinded without notice to the State of New Hampshire.

In witness whereof, I have herunto set my hand as the Secretary of N.A. Manosh Inc. this 25th day of June, 2024.

Ronda L. Degree

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
 - (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (i) Your acts or omissions; or
- (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY, OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company; or

- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (I) How, when and where the "occurrence" or offense took place;

- (II) The names and addresses of any injured persons and witnesses; and

- (III) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

- 1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **J.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(II)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (II) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance,** to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

- 3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.