CITY COUNCIL MINUTES-Draft

December 3, 2018

c) Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Liquid Calcium Chloride

Resolution #2018-12-187-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide seasonal requirements for Liquid Calcium Chloride with the option to renew for one additional year to the low bidder, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI,* for an estimated total cost of \$40,000.00, at the unit prices contained in the bid tabulation opened November 8, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring November 30, 2020.

BLANKET ORDER

CITY OF TROY

Streets

4693 ROCHESTER ROAD TROY, MI 48085

No. 2019-00000759 **DATE:** 12/14/2018

PAGE: 1 of 1

FOB DESTINATION

VENDOR NO. 108921

CITY OF TROY

TROY, MI 48085

4693 ROCHESTER ROAD

Streets

LIQUID CALCIUM CHLORIDE SALES INC **2715 S HURON** KAWKAWLIN, MI 48631

EXPIRATION DATE 11/30/2019 **COUNCIL RESOLUTION** 2018-12-187-J-4c

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

		QUANTITIES ARE ESTIMATED AND WILL		TOTAL COST
QUANTITY UN	IT DESCRIP		UNIT COST 15,000.0000	\$15,000.00
1 Lun		or Dust Control or Snow & Ice Control	20,000.0000	\$20,000.00
1 Lun 1 Eac	ກ່ loguver		0.0000	\$0.00
Lac	Deliver as p	per all bid specifications and detailed pricing of		
	ITB-COT 18	3-56.		
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		and the Branch Marie and		
	Entered 5	By: Kristine Kallek		\$35,000.00

Special Instructions:

CITY COUNICL AWARD DATE: 12/3/2018. CERTIFICATE OF INSURANCE and ENDORSMENTS SHALL BE ON FILE for duration of contract. This Purchase Order is for YEAR ONE of a potential TWO Year Contract.

TERMS & CONDITIONS

Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.

Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.

In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.

Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a codefendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

CITY OF TROY BID TABULATION LIQUID CALCIUM CHLORIDE

ITB-COT 18-56 Page 1 of 1

	Vendor Name:		Liquid Calcuim Chloride Sales	
			Kawkawlin, MI	
PROPOS <i>A</i> TO RENE	AL: TO FURNISH ONE YEAR REQUIRE W FOR ONE ADDITIONAL YEAR AT T	MEN HE F	TS OF LIQUID CALCIUM CHLOR OLLOWING PRICES:	RIDE WITH AN OPTION
Est. Qty Gals	Description:		Price/ Gallon	Price/ Gallon
Option A:	38%			
20,000	Bidder will deliver to a storage tank for control at shipments of no less than 3 gallons	dust ,000	\$0.69	
	6,000-9000 gallons		\$0.59	
Option B:	32%			
50,000	Bidder will deliver a storage tank for s & ice control at shipments of no less t 2,000 gallons		\$0.71	
	6,000 - 9,000 gallons		\$0.49	
	Contact Information:		Zack Gerard	
	Hours of Operation:		8AM-5PM	
	24 Hour Phone #:		989-245-2518	
	Insurance Met: Y	or N	Y	
	Payment Terms:		Net 30 Days	
	Exceptions: Y	or N	N	
	Acknowledgement: Y	or N	Y	
	Forms: Y	or N	Υ	

ATTEST:	_
Sue Reisterer	_
Scott Carrouthers	_
Kristine Kallek	_



CITY OF TROY BID PROPOSAL

ITB-COT 18-56 Page 1 of 5

The undersigned proposes to furnish ONE -YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR in accordance with the attached specifications that are to be considered an integral part of this proposal, at the following prices:

•	AT A LICUID CALCIUM CHLORIVE S	SALES
COMPANY NAM	1E LIQUID CALCIUM CHLORIDE S	
ESTIMATED QUANTITY	DESCRIPTION	PRICE/ GALLON
20,000 GALS	OPTION A: 38% Bidder will deliver to a storage tank located at 4693 Rochester Rd., Troy, for dust control at shipments of no less than 3,000 gallons, as requested by the City	\$.699
50,000 GALS	OPTION B: 32% Bidder will deliver to a storage tank located at 4693 Rochester Rd., Troy, for snow & ice control at shipments of no less than 2,000 gallons, as requested by the City.	\$ = 713
	Quantities stated are estimated and not guaranteed,	but are to be used

ESTIMATED QUANTITIES: Quantities stated are estimated and not guaranteed, but are to be used for award purposes only. The City will not be penalized for ordering more or less than the quantities stated.

CONTACT INFORMATION:

Hours of operation: OFFICE 8AM - 5PM ZACK GERARD 24 Hr. Phone No. 989 - 245 - 2518 ZACK GERARD

AWARD: The evaluation and award of this bid shall be a combination of factors including but not limited to: cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for each option or to combine options, whatever is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

DOWNPAYMENTS OR PREPAYMENTS: Any bid received which requires a down payment or prepayment for services to be performed prior to work completion and acceptance of material as being in conformance with specifications will not be considered for award.

NOTICE OF DELIVERY: The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested, as long as this minimum notification is given.

ADDITIONAL INFORMATION: For additional information or questions concerning this project, please contact **Kaitlin Sackner** at 248.524.3376.

CONTRACT FORMS: Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. 3270 3000 - \$. 604 555 4000 - \$. 612 6000 - \$. 612 6000 - \$. 612 6000 - \$. 612 6000 - \$. 613

Bid Proposal Liquid Calcium Chloride Page 2 of 5

LOCAL PREFERENCE: The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

INSURANCE:

Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at 248.619.7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

\succ	(We can meet the specified insurance requirements.
()	We cannot meet the specified insurance requirements.
()	We do not carry the specified limits but can obtain the additional insurance coverage of \$, at the cost of \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
()	Our proposal is reduced by \$ if we lower the requirement to \$ NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

Bid Proposal Liquid Calcium Chloride Page 3 of 5

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000.000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be Additional Insureds: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

> City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

Bid Proposal Liquid Calcium Chloride Page 4 of 5

REFERENCES

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
COMPANY: ADDRESS: PHONE: EMAIL:	MONRUE COUNTY ROAD COMMISSION TELEGRAP ROAD, MONROE, MI 734-240-5102 CONTACT
COMPANY: ADDRESS: PHONE: EMAIL:	WAYNE COUNTY ROAD COMMISSION 400 MONROE, DETROIT, MI 313-224-7600 CONTACT
COMPANY: ADDRESS: PHONE: EMAIL:	BAY COUNTY ROAD COMMISSION 2715 BEAUER ROAD KAWKAWLIN, HE 989-684-4610 CONTACT

APPROVED ALTERNATES: The City of Troy's designated department representatives or their designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

TERMINATION FOR CONVENIENCE: The City may cancel the contract for its convenience, in whole or in part, by giving the supplier written notice 60-days prior to the date of cancellation. If the City chooses to cancel this contract in whole or in part, the charges due under this contract shall be payable only for services as rendered.

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

Bid Proposal Liquid Calcium Chloride Page 5 of 5

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period which shall commence on the date of award whichever is later, and expire November 30, 2019 . The contract may be renewed for one (1) additional year based upon mutual consent of both parties within 90 days of contract termination based
upon the same prices, terms, and conditions.
upon the same prices, terms, and conditions. SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Some Sources.
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued. TAX ID# 38-2386375
TAXID# 50 2300313
COMPANY LIQUID CALCIUM CHLORIDE SALES, INC.
ADDRESS 2715 S. HURON CITY KAWKAWLIN STATE MI ZIP 48631
TELEPHONE NUMBER (189) 684-5860 FAX NUMBER (189) 684-9953
REPRESENTATIVE'S NAME RODNEY GERARD
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Signature of Authorized Company Representative:
PAYMENT TERMS NET 30 DAYS DELIVERY: As Specified
E-MAIL: RODGERARD at GERARD GROUP, INFO
EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions or deviations are an integral part of this bid offer:
ACKNOWLEDGEMENT:
I, PONEY GERARO, certify that I have read the <i>Instructions to Bidders</i> (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Dodney Derard
NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.
U.S. FUNDS: All prices quoted are to be in U.S. Currency.
G:\ITB-COT 18-56 Liquid Calcium Chloride.doc

CITY OF TROY SPECIFICATIONS

LIQUID CALCIUM CHLORIDE

The estimated season's usage is 20,000 gallons for dust control. The estimated season's usage is 50,000 gallons for snow and ice control.

The minimum percentage of Calcium Chloride in the solution shall not be less than 38% for dust control and exactly 32% for ice control. The Calcium Chloride shall conform to the requirements of the current specifications for Calcium Chloride A.S.T.M. Designation D98.

Sodium Chloride in the Calcium Chloride solution shall not exceed a maximum of 4%. Should the Sodium Chloride at any time exceed 4%, the City reserves the right to cancel the undelivered balance of the Purchase Order.

The percentage of Calcium Chloride in the solution will be determined by the EDTA Titration method of the current methods of sampling and testing Calcium Chloride, A.S.T.M. Designation D98.

On Option "A" bidder will deliver to a storage tank located at 4693 Rochester Rd, Troy, MI, **shipments of no less than 3,000 gallons,** as requested by the City for dust control.

On Option "B" bidder will deliver to a storage tank located at 4693 Rochester Road, Troy, MI, **shipments of no less than 2,000 gallons**, as requested by the City for ice control.

NOTIFICATION FOR DELIVERY

The City will notify the contractor before noon on the day prior to the desired delivery date. The contractor will be informed as to the quantity desired and will be expected to deliver at the time requested as long as this minimum notification is given.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:			
whom RODNEY GERARD, bearing the office title of PRESIDENT whose signature is affixed to this proposal, is duly authorized to execute contracts.			
partnership, all members of which, with addresses, is:			
N INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:			



Proposer's Sworn and Notarized Familial Disclosure

(to be provided by the Proposer) The undersigned, the owner or authorized officer of CHLOUPE SALES (the "Proposer"), pursuant to the famialial disclosure requirement provided in the Request for Proposal, hereby represent and any member of the City of Troy City Council or City of Troy management. HONE List any Familial Relationships: CHLORIDE SALES BIDDER: STATE OF MICHIGAN)ss. COUNTY OF __ This instrument was acknowledged before me on the _\s+ day of \November, 2018, by

The Character States



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:
PONEY GERARO , being duly sworn deposed, says that he/she (Print Full Name)
is PRESIDENT
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City or any person interested in the proposed contract; and that all statements contained in said propose or bid are true. SIGNATURE OF PERSON SUBMITTING BID
Maion Kay Control NOTARY'S SIGNATURE
Subscribed and sworn to before me this <u> S+</u> day of <u>November</u> , 20 <u>18</u> in and for
My commission expires:
March 7, 2021





CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- 2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Chapter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

LIDINO CALCIUM CHLARIDE SALES

LIQUIO	CALCIUM	CHLARIDE	SALES INC.
Name of Agency/Company			•
	. ^		
ROONEY	GERARD		
Name and title of authorize	ed representative (Pleas	se Print) I	1 1 ~
(\curvearrowright)	hus De	rand.	11/1/2018
Signature of authorized re		<u> </u>	$\overline{}$
Date			

[] I am unable to certify to the above statements. Attached is my explanation.



VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	·
Legal Name	LIQUID CALCIUM CHLORIDE SALE
Street Address	2715 S. HURON ROAD
City	KAWKAWLIN, MI 48631
State, Zip	MICHIGAN 48631
Corporate I.D. Number/State	38-2386375 MICHIGAN
Taxpayer I.D. #	- Charles

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

golf violet to the only of the y	Rodney Derard
Signature of Vendor's Authorized Agent:	()
Printed Name of Vendor's Authorized Agent:	ROONEY GERARD
Witness Signature:	Jacky year
Printed Name of Witness:	ZACHARY GERARD

G:\ BidLanguage_IranLinkedBusiness

Sample Certificate for Low and Medium Hazard Projects

ACORD CER	TIFICATE OF LIA	BILITY INSU	RANCE	. [00/	MM/DD/YYYY) 00/20XX
THIS CERTIFICATE IS ISSUED AS A MACCEPTIFICATE DOES NOT AFFIRMATIVE	ITER OF INFORMATION ONLY LY OR NEGATIVELY AMEND, ANCE DOES NOT CONSTITU	AND CONFERS NO	RIGHTS U	PON THE CERTIFICAT	E HOI Y THE S), Al	DER. THIS POLICIES JTHORIZED
REPRESENTATIVE OR PRODUCER, AND " MPORTANT: If the certificate holder is a I SUBROGATION IS WAIVED, subject to	HIE OFICE COLLEGE		A PRITICAL	I MCHEEN provision	s or h	e endorsed.
I SUBROGATION IS WAIVED, subject to this certificate does not confer rights to th	the terms and conditions of the certificate holder in lieu of s	uch endorsement(s).		•		
ODUCER		I NAME:	55-1234	FAX Hall	555-5	55-5678
ABC Insurance Agency		PHONE (AIC. No. Ext): 555-5	333-1234	[[Bio, Hoj.		
23 Main Street		ADDRESS: INSI	RER(S) AFFOR	ING COVERAGE		HAIC#
nywhere, USA		INSURER A: ABC Ins	urance Con	npany		00000
UREO		INSURER B: DEF Ins	urance Con	pany		00000
(YZ Construction Company		INSURER C:				
56 Main Street	•	INSURER D:				
Anathora	MI	INSURER F:				
Anywhere				REVISION NUMBER:		HAY DEBIOD
DVERAGES CERTIFY THAT THE POLICIES O NOICATED, NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH PO	F INSURANCE LISTED BELOW HA JIREMENT, TERM OR CONDITION	DED BY THE POLICIES E BEEN REDUCED BY F	PAID CLAIMS.	MEREIN IS SUBJECT 1		WHICH THIS THE TERMS,
TYPE OF INSURANCE	SO WAYD POLICY NUMBER	(MANDDRYYYY)	(MMUDVITTILL	LIMI	s	1,000,000
X COMMERCIAL GENERAL LIABILITY	/ 00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
CLAIMS-MADE X OCCUR				MED EXP (Any one person)	5	5,000
				PERSONAL & ADVINJURY	s	1,000,000
THE PERSON OF TH				GENERAL AGGREGATE	\$	1,000,000
GENT. AGGREGATE LIMIT APPLIES PER: POLICY PRO-				PRODUCTS - COMPANY AGG	5	1,000,000
OTHER:		00/00/00	00/00/00	COMBINED SINGLE UMIT	\$	1,000,000
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If yes, describe under DESCRIPTION OF OPERATIONS below			 	EL DISEASE POLICY LIMIT	r s	000,00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Additional Insured - See Endo Cancellation Notice - See End Primary & Non-Contributory -	rsement Iorsement	edule, may be attached if mo	re space is requi	red)		
Project name:		CANCELLATION	<u> </u>			
CERTIFICATE HOLDER Entity Name Attn: Contact Name Entity Address		SHOULD ANY OF	THE ABOVE ON DATE TO WITH THE POL	DESCRIBED POLICIES BE HEREOF, NOTICE WILL ICY PROVISIONS.	CANC BE	ELLED BEFOR DELIVERED
City, State Zip		AUTHORIZED REPRES				
<u> </u>		AGENT SI	ORR-201# A	CORD CORPORATION	I. All	rights reserv
ACORD 25 (2018/03)	The ACORD name and logo					

Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)	Location And Description Of Completed Operations
Or Organization(s)	Location
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not s	hown above, will be shown in the Declarations.
Information required to complete this correduct, if the	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. 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.

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employese and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in SECTION III-LIMITS OF INSURANCE.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Page 1 of 1 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Sample Cancellation Endorsement

INTERLINE ILD 90 07 03 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBREILA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

- 1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
- 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;

to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



STATEMENT OF NO BID CITY OF TROY

BID NUMBER:

ITB-COT 18-56

TITLE:

LIQUID CALCIUM CHLORIDE

Please Send or Fax To:

City of Troy Purchasing Department 500 W. Big Beaver Rd. Troy, MI 48084

FAX NUMBER: **248.619.7608**

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All	REASON
That Apply	·
That Apply	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please
	explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Our company's schedule would not permit performance of the specimental
	Other – describe below
REMARKS:	
COMPANY IN	FORMATION:
	Μ
COMPANY NA	OF AUTHORIZED COMPANY REPRESENTATIVE:
	OF AUTHORIZED COMPANY NET RESERVANCE.
TITLE:	
COMPANY:	
ADDRESS:	
	TELEPHONE NUMBER:
FAX NUMBER	ILLEI HORE ROMEEN

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

SAFETY DATA SHEET

M48009 - ANSI - EN





LIQUIDOW ™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009

SDS Revision Date: 11-Jul-2016

SECTION 1. CHEMICAL PRODUCT AND COMPANY **IDENTIFICATION**

Company Identification:

Occidental Chemical Corporation

5005 LBJ Freeway P.O. Box 809050 Dallas, TX 75380-9050

1-800-752-5151

24 Hour Emergency Telephone

Number:

1-800-733-3665 or 1-972-404-3228 (USA); CANUTEC (Canada): 1-613-996-6666; CHEMTREC (within USA and Canada): 1-800-424-9300; CHEMTREC (outside USA and Canada): +1 703-527-3887; CHEMTREC Contract No: CCN16186

To Request an SDS:

MSDS@oxy.com or 1-972-404-3245

Customer Service:

1-800-752-5151 or 1-972-404-3700

Product Identifier:

LIQUIDOW ™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride,

Calcium Chloride

Product Use:

Synonyms:

Concrete Acceleration, Dust Control, Ice Melting, Refrigeration, Road Base Stabilization, Full Depth Reclamation, Tire Weighting, Water Treatment

(Non-potable)

Uses Advised Against:

None identified

SDS No.: M48009 SDS Revision Date: 11-Jul-2016

SECTION 2. HAZARDS IDENTIFICATION

OSHA REGULATORY STATUS: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

EMERGENCY OVERVIEW:

Color:

Clear

Odor:

Odorless

Signal Word:

WARNING

MAJOR HEALTH HAZARDS: CAUSES SERIOUS EYE IRRITATION. CAUSES SKIN IRRITATION.

PRECAUTIONARY STATEMENTS: Wash thoroughly after handling.

GHS CLASSIFICATION:

GHS: CONTACT HAZARD - SKIN:	Category 2 - Causes skin irritation
GHS: CONTACT HAZARD - GRING GHS: CONTACT HAZARD - EYE:	Category 2A - Causes serious eye irritation
GHS: ACUTE TOXICITY - INHALATION:	No data available. Not classified.
GHS: ACUTE TOXICITY - ORAL:	Not classified as acutely toxic for oral exposure
GHS: ACUTE TOXICITY - DERMAL:	Not classified as acutely toxic for dermal exposure
GHS: CARCINOGENICITY:	Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or
	OSHA

UNKNOWN ACUTE TOXICITY: A percentage of this product consists of ingredient(s) of unknown acute toxicity.

Unknown Acute Dermal Toxicity:

3% of this product consists of ingredient(s) of unknown acute dermal toxicity.

GHS SYMBOL: Exclamation mark



GHS SIGNAL WORD: WARNING

GHS HAZARD STATEMENTS:

GHS - Health Hazard Statement(s)

SDS Revision Date: 11-Jul-2016 SDS No.: M48009

- · Causes skin irritation
- Causes serious eye irritation

GHS - Precautionary Statement(s) - Prevention

- Wear eye and face protection
- Wear protective gloves
- · Wash thoroughly after handling

GHS - Precautionary Statement(s) - Response

- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- If eye irritation persists: Get medical advice/attention
- IF ON SKIN: Wash with plenty of water
- Take off contaminated clothing and wash it before reuse
- If skin irritation occurs: Get medical advice/attention
- Specific treatment (see First Aid information on product label and/or Section 4 of the SDS)

GHS - Precautionary Statement(s) - Storage

• There are no Precautionary-Storage phrases assigned

GHS - Precautionary Statement(s) - Disposal

• Dispose of contents and container in accordance with applicable local, regional, national, and/or international regulations

Hazards Not Otherwise Classified (HNOC)

None identified

See Section 11: TOXICOLOGICAL INFORMATION

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Synonyms: Calcium Dichloride, Calcium Chloride Aqueous Solution, Liquid Calcium Chloride, Calcium Chloride

2	Percent [%]	CAS Number
Component	53-72	7732-18-5
Water	28-42	10043-52-4
Calcium chloride	20-42	7447-40-7
Potassium Chloride	<3	7647-14-5
Sodium Chloride	<2	7047-14-0

Notes: Potassium chloride and sodium chloride are impurities from the naturally-occurring source material, brine solution.

SECTION 4. FIRST AID MEASURES

INHALATION: If inhalation of vapor, mist, or spray occurs and adverse effects result, move person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

SDS Revision Date: 11-Jul-2016 SDS No.: M48009

SKIN CONTACT: If on skin, wash with plenty of water. If skin irritation occurs: Get medical advice/ attention. Take off contaminated clothing and wash before reuse. SPECIFIC TREATMENT: Wash with lots of water.

EYE CONTACT: If in eyes, immediately rinse eyes cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If irritation occurs, get medical advice/attention.

INGESTION: If swallowed, rinse mouth. Contact a poison center or doctor/physician if you feel unwell.

Most Important Symptoms/Effects (Acute and Delayed):

Acute Symptoms/Effects: Listed below.

Inhalation (Breathing): Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

Skin: Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

Eye: Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening. Ingestion (Swallowing): Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

Delayed Symptoms/Effects:

- Chronic exposures to skin and mucus membranes that cause irritation may cause a chronic dermatitis or mucosal membrane problem

Interaction with Other Chemicals Which Enhance Toxicity: None known.

Medical Conditions Aggravated by Exposure: Any skin condition that disrupts the skin, such as abrasions, cuts, psoriasis, fungal infections, etc. Any eye condition that compromises tear production, conjunctiva, or normal corneal homeostasis.

Protection of First-Aiders: At minimum, treating personnel should utilize PPE sufficient for prevention of bloodborne pathogen transmission. If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Notes to Physician: Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. If burn is present, treat as any thermal burn, after decontamination. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5. FIRE-FIGHTING MEASURES

Fire Hazard: This material does not burn.

Extinguishing Media: Use extinguishing agents appropriate for surrounding fire

Fire Fighting: Keep unnecessary people away, isolate hazard area and deny entry. This material does not burn. Fight fire for other material that is burning. Water should be applied in large quantities as fine spray. Wear NIOSH

SDS Revision Date: 11-Jul-2016 SDS No.: M48009

approved positive-pressure self-contained breathing apparatus operated in pressure demand mode. Wear protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

Hazardous Combustion Products: Formed under fire conditions: hydrogen chloride gas, calcium oxide

Lower Flammability Level (air): Not applicable

Upper Flammability Level (air): Not applicable

Not applicable Flash point:

Not applicable **Auto-ignition Temperature:**

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions:

Isolate area. Keep unnecessary and unprotected personnel from entering the area. Spilled material may cause a slipping hazard on some surfaces. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection. Refer to Section 7, Handling, for additional precautionary measures.

Methods and Materials for Containment and Cleaning Up:

Small and large spills: Contain spilled material if possible. Absorb with materials such as sand. Collect in suitable and properly labeled containers. Flush residue with plenty of water. See Section 13, Disposal considerations, for additional information.

Environmental Precautions:

Prevent large spills from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

SECTION 7. HANDLING AND STORAGE

Precautions for Safe Handling:

Avoid contact with eyes, skin, and clothing. Do not swallow. Wash thoroughly after handling. Wear personal protective equipment as described in Exposure Controls/Personal Protection (Section 8) of the SDS.

Safe Storage Conditions:

Protect from atmospheric moisture. Keep containers closed when not in use. Keep separated from incompatible substances (see below or Section 10 of the Safety Data Sheet).

Incompatibilities/ Materials to Avoid:

Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those

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substances, Contact with zinc forms flammable hydrogen gas, which can be explosive, Catalyzes exothermic polymerization of methyl vinyl ether, May release flammable hydrogen gas, Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Regulatory Exposure Limit(s): Listed below for the product components that have regulatory occupational exposure limits (OEL's).

Component	OSHA Final PEL TWA	OSHA Final PEL STEL	OSHA Final PELCeiling
Particles Not Otherwise Regulated (PNOR) 00-00-001	5 mg/m³ (Respirable)	Occupational Safety and	Lighth Administration:

OEL: Occupational Exposure Limit; OSHA: United States Occupational Safety and Health Administration; PEL: Permissible Exposure Limit; TWA: Time Weighted Average; STEL: Short Term Exposure Limit

NON-REGULATORY EXPOSURE LIMIT(S): Listed below for the product components that have advisory (non-regulatory) occupational exposure limits (OEL's) established.

- The Non-Regulatory United States Occupational Safety and Health Administration (OSHA) limits, if shown, are the Vacated 1989 PEL's (vacated by 58 FR 35338, June 30, 1993).
- The American Conference of Governmental Industrial Hygienists (ACGIH) is a voluntary organization of professional industrial hygiene personnel in government or educational institutions in the United States. The ACGIH develops and publishes recommended occupational exposure limits each year called Threshold Limit Values (TLVs) for hundreds of chemicals, physical agents, and biological exposure indices.

Additional Advice:

- 1. Use good personal hygiene
- 2. Do not consume or store food in the work area
- 3. Wash hands and affected skin immediately after handling, before smoking or eating, before breaks, and at the end of the workday

ENGINEERING CONTROLS: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

PERSONAL PROTECTIVE EQUIPMENT:

Eye Protection: Wear safety glasses with side-shields. Wear chemical safety goggles and/or a face-shield to protect against skin and eye contact when appropriate.

Skin and Body Protection: Wear clean, body-covering clothing. Wear appropriate clothing to avoid skin contact.

Hand Protection: Use gloves chemically resistant to this material. If hands are cut or scratched, use gloves chemically resistant to this material even for brief exposures. Examples of preferred glove barrier materials include: Neoprene, Polyvinyl chloride ("PVC" or "vinyl"), Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The

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selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Respiratory Protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. In dusty or misty atmospheres, use an approved particulate respirator. The following should be effective types of air-purifying respirators: High efficiency particulate air (HEPA) N95. A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Color: Clear Odor: Odorless

Odor Threshold [ppm]: Not applicable.

Decomposition Temperature: Not applicable

Boiling Point/Range: 110 - 122 °C (230 - 252 °F) Freezing Point/Range: -43 - +21 °C (-46 - +69 °F).

Melting Point/Range: Not applicable

Vapor Pressure: 9 - 15 mm Hg @ 25 °C (77 °F)

Vapor Density (air=1): No data available

Relative Density/Specific Gravity 1.275 - 1.439 @ 25 °C (77 °F)

(water=1): Density: 10.61 - 11.97 lbs/gal [1.27 - 1.43 kg/L] @ 25 °C (77 °F)

Bulk Density:
Water Solubility:
pH:

Not applicable
Completely miscible
9 - Estimated (undiluted)

Evaporation Rate (ether=1): No data available
Partition Coefficient Not applicable

(n-octanol/water):

Flash point:

Lower Flammability Level (air):

Upper Flammability Level (air):

Auto-ignition Temperature:

Not applicable
Not applicable
Not applicable

Viscosity: 2 - 7 cp @ 25°C (77 °F)

Hygroscopic: Yes

SECTION 10. STABILITY AND REACTIVITY

Reactivity: Hygroscopic.

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Chemical Stability: Stable at normal temperatures and pressures.

Possibility of Hazardous Reactions: No data available.

Conditions to Avoid: (e.g., static discharge, shock, or vibration) -. None known.

Incompatibilities/ Materials to Avoid: Avoid contact with: bromide trifluoride, 2-furan percarboxylic acid because calcium chloride is incompatible with those substances, Contact with zinc forms flammable hydrogen gas, which can be explosive, Catalyzes exothermic polymerization of methyl vinyl ether, May release flammable hydrogen gas, Reaction of bromide impurity with oxidizing materials may generate trace levels of impurities such as bromates

Hazardous Decomposition Products: Formed under fire conditions: hydrogen chloride gas, calcium oxide

Hazardous Polymerization: Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

TOXICITY DATA:

PRODUCT TOXICITY DATA: LIQUIDOW™ TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

PRODUCT TOXICITY DATA: LIQUIDOW™ TECHNICAL GRADE CALCIUM CHECKIDE 30E0 TION LC50 Inhalation:					
LD50 Oral:	LD50 Dermal:	LOSO Innatations			

COMPONENT TOXICITY DATA:

Note: The component toxicity data is populated by the LOLI database and may differ from the product toxicity data given.

ote: The component toxicity data is	Dopulated by the LOCI database	LD50 Dermal:	LC50 Inhalation:
Component	LD50 Oral:		Not listed
Calcium chloride	1000 mg/kg (Rat)	2630 mg/kg (Rat)	NOT HISTOR
10043-52-4		Not listed	Not listed
Potassium Chloride	Not listed	Not listed	
7447-40-7	0000 (1(D-4)	Not listed	42 g/m³ (1 hr-Rat)
Sodium Chloride 7647-14-5	3000 mg/kg (Rat)	Not listed	9 ,

POTENTIAL HEALTH EFFECTS:

Eye contact:

May cause serious eye irritation. May cause slight corneal injury. Effects may be

slow to heal.

Skin contact:

Brief contact is essentially nonirritating to skin. Prolonged contact may cause skin irritation, even a burn. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Not classified as

corrosive to the skin according to DOT guidelines.

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Inhalation:

Vapors are unlikely due to physical properties. Mist may cause irritation to upper

respiratory tract (nose and throat).

Ingestion:

Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Swallowing may result in gastrointestinal

irritation or ulceration.

Chronic Effects:

Chronic exposures to calcium chloride that cause irritation may cause a chronic dermatitis or mucosal membrane problem. For the minor component(s): POTASSIUM CHLORIDE: In animals, effects have been reported on the following organs after ingestion: Gastrointestinal tract, heart, and kidney. Dose levels producing these effects were many times higher than any dose levels expected from exposure due to use. SODIUM CHLORIDE: Medical experience with sodium chloride has shown a strong association between elevated blood pressure

and prolonged dietary overuse. Related effects could occur in the kidneys.

SIGNS AND SYMPTOMS OF EXPOSURE:

Solution and or solids may be visible on the skin and or eyes. Localized redness, warmth, and irritation consistent with mechanism of injury: abrasion, burn, hypertonic solution.

Inhalation (Breathing): Inhaling mist, spray, or vapor may cause irritation to upper respiratory tract (nose and throat). Nasal mucosal and oropharyngeal erythema.

Skin: Skin Irritation. Skin exposure may cause slight irritation, redness, itching, swelling. May cause more severe response if skin is damp, abraded (scratched or cut), or covered by clothing, gloves, or footwear. Prolonged contact may cause more severe symptoms. Damage is localized to contact areas.

Eye: Eye Irritation. Eye exposure may cause serious eye irritation and pain. May cause conjunctival swelling and cornea opacification from hypertonic solution. Corneal eye pain, redness, acute corneal thickening or whitening. Ingestion (Swallowing): Consumption of solids or hypertonic solutions causes nausea, vomiting, and increased thirst.

Interaction with Other Chemicals Which Enhance Toxicity: None known.

GHS HEALTH HAZARDS:

GHS: CONTACT HAZARD - EYE: Category 2A - Causes serious eye irritation

Skin Absorbent / Dermal Route? No.

GHS: CARCINOGENICITY:

Not classified as a carcinogen per GHS criteria. This product is not classified as a carcinogen by NTP, IARC, or OSHA.

MUTAGENIC DATA:

Not classified as a mutagen per GHS criteria. The data presented are for the following material: Calcium chloride (CaCl2) - In vitro genetic toxicity studies were negative. The data presented are for the following material: Potassium chloride - In vitro genetic toxicity studies were positive. However, the relevance of this to humans is unknown. For the minor component(s): Sodium chloride - In vitro genetic toxicity studies were predominantly negative.

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DEVELOPMENTAL TOXICITY:

Not classified as a developmental or reproductive toxin per GHS criteria. For the major component(s): Did not cause birth defects or any other fetal effects in laboratory animals.

SECTION 12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

Component	Freshwater Fish	Invertebrate Toxicity:	Algae Toxicity:	Other Toxicity:
Calcium chloride	- LC50, bluegill (Lepomis macrochirus): 8,350 - 10,650 mg/l	- LC50, water flea Daphnia magna: 759	- No data available	- No data available
Potassium Chloride	- LC50, rainbow trout	- EC50, water flea Daphnia magna, 24 h, immobilization: 590 mg/l - LC50, water flea Ceriodaphnia dubia, 96 h: 3,470 mg/l	- No data available	- No data available
Sodium Chloride	- LC50, fathead minnow (Pimephales promelas): 10,610 mg/l	- LC50, water flea	- IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l	- IC50, OECD 209 Test; activated sludge, respiration inhibition: > 1,000 mg/l

Aquatic Toxicity:

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested)

FATE AND TRANSPORT:

BIODEGRADATION: This material is inorganic and not subject to biodegradation.

PERSISTENCE: Calcium chloride is believed not to persist in the environment because it is readily dissociated into calcium and chloride ions in water. Calcium chloride released into the environment is thus likely to be distributed into water in the form of calcium and chloride ions. Calcium ions may remain in soil by binding to soil particulate or by forming stable salts with other ions. Chloride ions are mobile and eventually drain into surface water. Both ions originally exist in nature, and their concentrations in surface water will depend on various factors, such as geological parameters, weathering, and human activities.

BIOCONCENTRATION: No bioconcentration is expected because of the relatively high water solubility. Potential for mobility in soil is very high (Koc between 0 and 50). Partitioning from water to n-octanol is not applicable.

BIOACCUMULATIVE POTENTIAL: Calcium chloride and its dissociated forms (calcium and chloride ions) are ubiquitous in the environment. Calcium and chloride ions can also be found as constituents in organisms. Considering its dissociation properties, calcium chloride is not expected to accumulate in living organisms.

MOBILITY IN SOIL: Calcium chloride is not expected to be absorbed in soil due to its dissociation properties and

SDS Revision Date: 11-Jul-2016 SDS No.: M48009

high water solubility. It is expected to dissociate into calcium and chloride free ions or it may form stable inorganic or organic salts with other counter ions, leading to different fates between calcium and chloride ions in soil and water components. Calcium ions may bind to soil particulate or may form stable inorganic salts with sulfate and carbonate ions. The chloride ion is mobile in soil and eventually drains into surface water because it is readily dissolved in water.

SECTION 13. DISPOSAL CONSIDERATIONS

Waste from material:

Reuse or reprocess, if possible. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Report spills if applicable. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN SDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Landfill and waste water treatment system.

Container Management:

Dispose of container in accordance with applicable local, regional, national, and/or international regulations.

SECTION 14. TRANSPORT INFORMATION

LAND TRANSPORT

U.S. DOT 49 CFR 172.101:

Status:

Not Regulated.

* NOTE: This product is not classified as corrosive to the skin according to DOT guidelines.

CANADIAN TRANSPORTATION OF DANGEROUS GOODS:

Status:

Not Regulated.

MARITIME TRANSPORT (IMO / IMDG) Not regulated

Status - IMO / IMDG:

Not Regulated

SECTION 15. REGULATORY INFORMATION

U.S. REGULATIONS

SDS No.: M48009 **SDS Revision Date**: 11-Jul-2016

OSHA REGULATORY STATUS:

This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

CERCLA SECTIONS 102a/103 HAZARDOUS SUBSTANCES (40 CFR 302.4):

Not regulated.

SARA EHS Chemical (40 CFR 355.30)

Not regulated

EPCRA SECTIONS 311/312 HAZARD CATEGORIES (40 CFR 370.10):

Acute Health Hazard

EPCRA SECTION 313 (40 CFR 372.65):

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute

OSHA PROCESS SAFETY (PSM) (29 CFR 1910.119):

Not regulated

NATIONAL INVENTORY STATUS

TSCA 12(b): This product is not subject to export notification.

Canadian Chemical Inventory: All components of this product are listed on either the DSL or the NDSL.

Component	DSL	NDSL
Calcium chloride 10043-52-4	Listed	Not Listed
Potassium Chloride 7447-40-7	Listed	Not Listed
Sodium Chloride 7647-14-5	Listed	Not Listed

STATE REGULATIONS

California Proposition 65:

This product is not listed, but it may contain impurities/trace elements known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act. WARNING: This product (when used in aqueous formulations with a chemical oxidizer such as ozone) may react to form calcium bromate, a chemical known to the State of California to cause cancer.

	California Proposition 65 Cancer WARNING:	Proposition 65 CRT List - Male	Proposition 65 CRT List - Female	Right to Know Hazardous	Hazardous	New Jersey Special Health Hazards Substance List
Calcium chloride 10043-52-4	Not Listed				Not Listed	
Potassium Chloride	Not Listed				Not Listed	

SDS No.: M48009 SDS Revision Date: 11-Jul-2016

7447-40-7				
Sodium Chloride 7647-14-5	Not Listed	 	 Not Listed	

Component	New Jersey - Environmental Hazardous Substance List	to Know Hazardous Substance List	Pennsylvania Right to Know Special Hazardous Substances	Pennsylvania Right to Know Environmental Hazard List	Rhode Island Right to Know Hazardous Substance List
Calcium chloride 10043-52-4	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Potassium Chloride 7447-40-7	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Sodium Chloride 7647-14-5	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed

CANADIAN REGULATIONS

• This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations

Component	Canadian Chemical Inventory:	NDSL:	WHMIS - Classifications of Substances:
Calcium chloride	Listed		D2B
Potassium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria
Sodium Chloride	Listed		Uncontrolled product according to WHMIS classification criteria

SECTION 16. OTHER INFORMATION

Prepared by: OxyChem Corporate HESS - Product Stewardship

Rev. Date: 11-Jul-2016

Disclaimer:

We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

NOTE: This information is intended solely for the use of individuals trained in the NFPA and/or HMIS systems.

Health Rating: 1

Flammability: 0

Reactivity Rating: 0

Reason for Revision:

Updated First Aid Measures: SEE SECTION 4

Toxicological Information has been revised: SEE SECTION 11

IMPORTANT:

The information presented herein, while not guaranteed, was prepared by technical personnel and is true and accurate to the best of our knowledge. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESSED OR IMPLIED, IS

M48009 - ANSI - EN

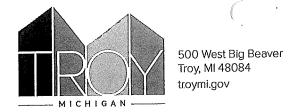
LIQUIDOW THE TECHNICAL GRADE CALCIUM CHLORIDE SOLUTION

SDS No.: M48009 SDS Revision Date: 11-Jul-2016

MADE REGARDING PERFORMANCE, SAFETY, SUITABILITY, STABILITY OR OTHERWISE. This information is not intended to be all-inclusive as to the manner and conditions of use, handling, storage, disposal and other factors that may involve other or additional legal, environmental, safety or performance considerations, and OxyChem assumes no liability whatsoever for the use of or reliance upon this information. While our technical personnel will be happy to respond to questions, safe handling and use of the product remains the responsibility of the customer. No suggestions for use are intended as, and nothing herein shall be construed as, a recommendation to infringe any existing patents or to violate any Federal, State, local or foreign laws

OSHA Standard 29 CFR 1910.1200 requires that information be provided to employees regarding the hazards of chemicals by means of a hazard communication program including labeling, safety data sheets, training and access to written records. We request that you, and it is your legal duty to, make all information in this Safety Data Sheet available to your employees

End of Safety Data Sheet



CITY COUNCIL AGENDA ITEM

Date:

November 26, 2018

To:

Mark F. Miller, City Manager

From:

MaryBeth Murz, Purchasing Manager

Kurt Bovensiep, Public Works Director

Scott Carruthers, Streets & Drains Operations Managers

Subject:

Standard Purchasing Resolution 2: Award To Sole Bidder Meeting Specifications - Liquid

Calcium Chloride

History

The Streets and Drains Division uses a Liquid Calcium Chloride solution on an as needed basis to assist in the snow removal process by applying the solution directly onto the road salt to make it more effective in colder temperatures. Depending on temperatures and road conditions the solution is added at a rate of 8 -12 gallons per ton of salt.

The solution is also used on gravel roads as dust control.

The current contract expires November 30, 2018.

Purchasing

On November 8, 2018 a bid opening was conducted as required by City Charter and Code for seasonal requirements of Liquid Calcium Chloride with and an option to renew for one additional season. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. One (1) bid response was received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN		
Troy Companies notified via MITN	1	
Troy Companies - Active email Notification	1	
Troy Companies - Active Free	0	
Companies that viewed the bid	15	
Troy Companies that viewed the bid	0	

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

Upon review of the bid responses, Liquid Calcium Chloride Sales, Inc. of Kawkawlin, Michigan is the sole bidder meeting specifications and is being recommended for the supply of seasonal requirements of Liquid Calcium Chloride with the option to renew for one (1) additional season.

See below for bid pricing comparing current bid pricing to the last time this commodity was bid in 2016.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Bid Pricing Comparison	2014-2016	2016-2018	Proposed 2018-2020			
	Liquid Calcium Chloride Sales, Inc.	Liquid Calcium Chloride Sales, Inc.	Liquid Calcium Chloride Sales, Inc.			
38 % Liquid Calcium Chloride- L		0.677	0.699			
3,000 gallons (minimum order) 6,000-9,000 gallons	0.546	0.568	0.590			
23% Liquid Calcium Chloride- Snow & Ice Control						
2,000 gallons (minimum order) 6,000-9,000 gallons	0.677 0.459	0.695 0.476	0.713			

<u>Financial</u>

Funds are available in the Operating Budgets of the Public Works Streets Division.

Recommendation

City Management recommends awarding a contract to provide seasonal requirements of Liquid Calcium Chloride with an option to renew for one additional year to the sole bidder meeting specifications, Liquid Calcium Chloride Sales Inc, of Kawkawlin, MI for an estimated total cost of \$40,000.00 at the unit prices contained in the bid tabulation opened November 8, 2018.

CITY OF TROY BID TABULATION LIQUID CALCIUM CHLORIDE

ITB-COT 18-56 Page 1 of 1

PROPOSA TO RENE	Vendor Nan L: TO FURNISH ONE YEAR REQUIREN W FOR ONE ADDITIONAL YEAR AT TH	me: MEN	Liquid Calcuim Chloride Sales Kawkawlin, MI TS OF LIQUID CALCIUM CHLOF OLLOWING PRICES:	RIDE WITH AN OPTION
Est. Qty Gals	Description:		Price/ Gallon	Price/ Gallon
Option A:	38%			
20,000	Bidder will deliver to a storage tank for d control at shipments of no less than 3,0 gallons	dust 000	\$0.69	
	6,000-9000 gallons		\$0.59	
Option B:	32%			
50,000	Bidder will deliver a storage tank for snow		\$0.71	
	6,000 - 9,000 gallons		\$0.49	
	Contact Information:		Zack Gerard	
	Hours of Operation:		8AM-5PM	
	24 Hour Phone #:	Ī	989-245-2518	
		or N	Υ	
	Payment Terms:		Net 30 Days	
	Exceptions: You	or N	N	
	Acknowledgement: Y c	or N	Y	
	Forms: Y o	or N	Y	

ATTEST:
Sue Reisterer
Scott Carrouthers
Kristine Kallek

MaryBeth Murz Purchasing Manager

<u>Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Liquid Calcium Chloride</u>

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide seasonal requirements for Liquid Calcium Chloride with the option to renew for one additional year to the low bidder, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* for an estimated total cost of \$40,000.00, at the unit prices contained in the bid tabulation opened November 8, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring November 30, 2020.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.



CERTIFIC ATE OF LIABILITY INSUCANCE

DATE (MM/DD/YYYY) 12/27/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

contificat	te holder in lieu of such endorsement(s).			
	te notice in nea of scott encontribution.	CONTACT Tim Smith		
PRODUCER Heritage Wise Group		PHONE (A/C, No, Ext): 989-781-3010 FAX (A/C, No):	FAX (A/C, No): 989-781-5510	
660 Gratic	ot Road	E-MAIL ADDRESS: marla@heritagewisegroup.com		
Saginaw, N Fim Smith	WI 40003	PRODUCER CUSTOMER ID #: REPLE01		
		INSURER(S) AFFORDING COVERAGE	NAIC#	
Bay Dus Liquid (Bitumin 2715 S.	Repair & Leasing Serv., Inc. Bay Dust Control (dba of	INSURER A: Westfield Companies	24112	
		INSURER B: Accident Fund Insurance Co.	10166	
	Liquid Calcium Chloride)	INSURER C:		
	Bituminous Transportation, LLC 2715 S. Huron Road Kawkawlin, MI 48631	INSURER D:		
		INSURER E:		
	Nawkawiiii, ivii 4000 i	INSURER F:		
001/2514	CEDTIFICATE NUMBER	REVISION NUMBER:		

CERTIFICATE NUMBER: COVERAGES 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS,									
IN	SR R	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
니		GENERAL LIABILITY	INSK	VVVD			1	EACH OCCURRENCE	\$	1,000,000
١.	}			ĺ	TRA3581823	11/01/2018	11/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A	, }	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			TA350 1020	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		MED EXP (Any one person)	\$	5,000
i	-			İ				PERSONAL & ADV INJURY	\$	1,000,000
	-	X XCU		ļ				GENERAL AGGREGATE	\$	2,000,000
	- }	X Contractural		Ì				PRODUCTS - COMP/OP AGG	\$	2,000,000
	ŀ	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-							\$	
-		AUTOMOBILE LIABILITY					44/04/0040	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	. [X ANY AUTO			TRA3581823	11/01/2018	11/01/2019	BODILY INJURY (Per person)	\$	
	Ī	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
		SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	·	X HIRED AUTOS		1					\$	
	Ì	X NON-OWNED AUTOS					/		\$	
L	\dashv	UMBRELLA LIAB X OCCUR	-	-		 		EACH OCCURRENCE	\$	2,000,000
			.					AGGREGATE	\$	
		- CD and this s	1		TRA3581823	11/01/2018	11/01/2019		\$	
		DEDUCTIBLE							\$	
-	_	RETENTION \$ WORKERS COMPENSATION		+				X WC STATU- OTH-		
В		AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A	WCV6001578	11/01/2018	11/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
	3				MICHIGAN			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
-	-	DESCRIPTION OF OI EXATIONS BEIOW	1							
				1						
							<u> </u>			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City of Troy, Michigan is named as an Additional Insured as required by written contract. See attached endorsements.

CERTIFICATE HOLDER		CANCELLATION
City of Troy, Michigan	CITYTRO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attention: Kristine Kallek		

500 W. Big Beaver Road Troy, MI 48084

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AUTHORIZED REPRESENTATIVE

Tim Smith

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations		
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 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
- 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations			
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- 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.

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
 - Reasonable force
- B. Liquor Liability Coverage Extension
- C. Non-Owned Watercraft
 - . Increased to 60 feet
- D. Non-Owned Aircraft
- E. Damage To Property Borrowed Equipment
- F. Damage To Premises Rented To You
- G. Personal And Advertising Injury
 - Contractual Personal and Advertising Injury
 - **Exclusions**
- H. Supplementary Payments
 - Bail Bonds \$2,500
 - Loss of Earnings \$1,000
- I. Additional Insureds Automatic Status
 - State or Governmental Agency or Subdivision or Political Subdivision Controling Interest Managers or Lessors of Premises

 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities
 K. Knowledge and Notice of Occurrence
- L. Other Insurance Condition Amended
- M. Unintentional Failure To Disclose Hazards
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us Automatic Status
- O. Liberalization
- P. Definitions
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"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 for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- damage" "property (ii) (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the conof premises tents rented to you for a period of seven (7) or consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III -Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LI-ABILITY, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAY-MENTS COVERAGES A AND B, item 1.b. is replaced with the following:

> b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAY-MENTS COVERAGES A AND B, item 1.d. is replaced with the following:

> d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

ADDITIONAL INSUREDS - AUTOMATIC STA-TUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
- Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;
 - (a) The existence, repair maintenance, erection, construction, 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
 - (b) The construction, erection, or removal of elevators.
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. 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 specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. 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 premises by you.

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

d. Owners Or Other Interests From Whom Land Has Been Leased

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

This insurance does not apply to:

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

e. 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-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply: This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and Where renon-contributing. quired by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

 Prior to the termination date of any joint venture, limited liability company or partnership; or (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

- K. KNOWLEDGE AND NOTICE OF OCCURRENCE
 - Under SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:
 - e. The requirement in Condition 2.a. applies 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) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
 - f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partner-ship;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
 - g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.
- N. WAIVER OF TRANSFER OF RIGHTS OF RE-COVERY AGAINST OTHERS TO US - AUTO-MATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

"Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

- 9. "Insured Contract" means:
 - 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - Any easement or license agreement;

- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item **14.** the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

INTERLINE

POLICY NUMBER: TRA3581823

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 30

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
City of Troy 500 W Big Beaver Troy, MI 48084	All Operations			

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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