

CITY COUNCIL MINUTES

June 14, 2021

Standard Purchasing Resolution 1: Award to Sole Bidder – Pump Repair and Emergency Repair Services – Indoor and Outdoor Pools and Stormwater Detention Basin Pump Stations

Resolution #2021-06-096-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for two (2) additional years to the sole bidder meeting specifications, *Kennedy Industries of Wixom, MI*, for Pump Repair and Emergency Services on an as-needed basis at the Troy Family Aquatic Center, Troy Community Center and Stormwater Detention Basin Pump Stations, at unit prices contained in the bid tabulation opened June 3, 2021; contracts to expire June 30, 2026.

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

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 City of Troy
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

No: 2022-90000001
Date: 07/30/2021

FOB DESTINATION

Entered By: Emily Frontera

Vendor
VENDOR NO. 103325
 KISM, LCC (KENNEDY INDUSTRIES)
 PO BOX 930079
 WIXOM, MI 48393

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
07/01/2021	06/30/2024	2 Times Annually	2021-06-096-J-4b	2022-90000001	0.00

Storm Pump Maintenance & Emergency Repair Services

Storm Pump Maintenance & Emergency Repair Services: A THREE (3) Year contract with the option to renew for TWO (2) additional years for storm pump repair maintenance and emergency repair services to be performed on an as needed basis as per all bid specifications unit prices contained in ITB-COT 21-35; not to exceed annual budgetary limitations as per the direction of Scott Carruthers, Streets & Drains Operations Manager. 248 524-3501.

CITY COUNCIL AWARD DATE: 6/14/2021

THREE (3) Year Contract (expires 6/30/2024) with an option to renew for TWO (2) additional years. A potential FIVE YEAR CONTRACT (expiring 6/30/2026).

Certificate of Insurance and Endorsement shall be on file for duration of Contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. 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.
 3. 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.
 4. 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 co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


 Emily Frontera
 Purchasing Manager

PURCHASE/SERVICE CONTRACT

Ship To
 City of Troy
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

Bill To
 City of Troy
 Building Operations
 500 W BIG BEAVER RD
 TROY, MI 48084

No: 2022-90000002
Date: 07/30/2021

FOB DESTINATION

Entered By: Emily Frontera

Vendor
VENDOR NO. 103325
 KISM, LCC (KENNEDY INDUSTRIES)
 PO BOX 930079
 WIXOM, MI 48393

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
07/01/2021	06/30/2024	2 Times Annually	2021-06-096-J-4b	2022-90000002	0.00

Pool Pump Repair Services

Pool Pump Repair Services: A THREE (3) Year contract with the option to renew for TWO (2) additional years for pool pump repairs, maintenance and emergency repair services to be performed on an as needed basis as per all bid specifications unit prices contained in ITB-COT 21-35; not to exceed annual budgetary limitations as per the direction of Dennis Trantham, Facilities & Grounds Operations Manager. 248 524-3503.

CITY COUNCIL AWARD DATE: 6/14/2021

THREE (3) Year Contract (expires 6/30/2024) with an option to renew for TWO (2) additional years. A potential FIVE YEAR CONTRACT (expiring 6/30/2026).

Certificate of Insurance and Endorsement shall be on file for duration of Contract.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
 2. 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.
 3. 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.
 4. 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 co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.


 Emily Frontera
 Purchasing Manager

BID TABULATION
CITY OF TROY
PUMP REPAIR SERVICES

Vendor Name: **Kennedy Industries**

3. Emergency Repairs		
Description	Rate	Price
Emergency Repairs: Regular Time	\$/Hour Per Man	\$165.00
Emergency Repairs: Overtime Time	\$/Hour Per Man	\$247.50
Emergency Repairs: Holiday Time	\$/Hour Per Man	\$330.00
4. Replacement Parts - Floway		
Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)		
Discount off price list:		N/A
Price List No.:		N/A
Markup/Markdown		25% Markup
Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316 Upgraded to – Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.		Price/Each
Impeller replacement cost		\$5,000.00
Pump Shaft replacement cost		\$1,500.00
5. Replacement Parts – Aurora		
Discount off price list:		N/A
Price List No.:		N/A
Markup/Markdown		25% Markup
Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge		Price/Each
Impeller replacement cost		\$3,500.00
Shaft replacement cost		\$1,250.00
Location of Repair Facility Provided:	Y/N	Y
References:	Y/N	Y
Years Experience with Pump Type:		62 Years
24-hour Phone No.:		248-684-1200
Contact Person		Field Service Dept.
Daytime Phone No.:		248-684-1200
Contact Person		Field Service Dept.
Hours of Operation:		8 am - 5 pm
Site Inspection:	Y/N	Y
Inspection Date:		5/21/2021
Insurance:	Y/N	Y
Payment Terms:		Net 30
Warranty:		3 Years
Exceptions:		Kennedy will complete all work within 7 days upon receipt of required components needed to complete the repair.
Acknowledgement:	Y/N	Y
Forms:	Y/N	Y

ATTEST:

(*Bid Opening conducted via a Go-To Meeting)

Dennis Trantham
 Scott Carruthers
 Kristine Kallek
 Heather Chomiak
 Jackie Ahlstrom

Emily Frontera
 Purchasing Manager



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 21-35

Page 1 of 8

The undersigned proposes to PROVIDE STORM AND POOL PUMP REPAIR AND EMERGENCY PUMP REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, EQUIPMENT, CRANES ETC., AND TRANSPORTATION SERVICES TO THE CITY OF TROY FOR A THREE-YEAR PERIOD WITH TWO – ONE-YEAR RENEWAL OPTIONS, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Kennedy Industries

PROPOSAL (A): CITY OF TROY STORM PUMPS

1. Repair Service – Mechanical Hourly Rates

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 165 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 247.50 /Hour Per Man
Saturday	All Hours	On-Site	\$ 247.50 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 330 /Hour Per Man
	All Hours	Off-Site	\$ 165 /Hour Per Man

2. Repair Service – Machinist Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 165 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 247.50 /Hour Per Man
Saturday	All Hours	On-Site	\$ 247.50 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 330 /Hour Per Man
	All Hours	Off-Site	\$ 165 /Hour Per Man

3. Repair Service – Field Service Mechanic with Service Truck Hourly Rates:

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ 165 /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ 247.50 /Hour Per Man
Saturday	All Hours	On-Site	\$ 247.50 /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ 330 /Hour Per Man

4. Replacement Parts Pricing

A discount of N/A % will be given on all parts. Parts Price List N/A; Dated N/A will be used. Parts Price List attached and marked N/A for identification.

If parts price lists are not available, a markup / markdown of 25% will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer-generated parts list.

REPLACEMENT PARTS AS LISTED WILL BE USED FOR AWARD PURPOSES

The unit price quoted above should match the cost provided in the parts price list taking the quoted discount.

Response Time: Within 24 hours after a telephone request for service.

PROPOSAL (B): CITY OF TROY POOL PUMPS

1. Repair Service

Days	Times	Location	Rate
Mon-Fri	7am-3pm	On-Site	\$ <u>165</u> /Hour Per Man
Mon-Fri	3pm-7am	On-Site	\$ <u>247.50</u> /Hour Per Man
Saturday	All Hours	On-Site	\$ <u>247.50</u> /Hour Per Man
Sundays & Holidays	All Hours	On-Site	\$ <u>330</u> /Hour Per Man
	All Hours	Off-Site	\$ <u>165</u> /Hour Per Man

2. Cost to remove pumps from its housing and replace after repairs have been made – includes labor and equipment.

Operator with Crane \$ 165 /Hour Per Man
 Operator without Crane \$ N/A /Hour Per Man

Response Time: Within 24 hours after a telephone request for service.

3. Emergency Repairs

Description	Rate
Emergency Repairs: Regular Time	\$ <u>165</u> /Hour Per Man
Emergency Repairs: Overtime Time	\$ <u>247.50</u> /Hour Per Man
Emergency Repairs: Holiday Time	\$ <u>330</u> /Hour Per Man

Response Time: Within **4 Hours** after telephone request for service

Typical Crew Size: 2-person crew

4. Replacement Parts - Floway

Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)

A discount of N/A % will be given on all parts. Parts Price List N/A;
 Dated N/A will be used. Parts Price List attached and marked N/A for identification.

If parts price lists are not available, a markup / markdown of 25% will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer-generated parts list.

Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316
 Upgraded to – Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.

Impeller replacement cost \$ 5,000 ea
 Pump Shaft replacement cost \$ 1,500 ea

COMPANY NAME: Kennedy Industries

5. Replacement Parts – Aurora

A discount of N/A % will be given on all parts. Parts Price List N/A;
Dated N/A will be used. Parts Price List attached and marked N/A for
identification.

If parts price lists are not available, a markup / markdown of 25% will be added or
subtracted from your company's elected price structure which may be verified by invoices or your
company's computer-generated parts list.

Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge	
Impeller replacement cost	\$ <u>3,500</u> ea
Shaft replacement cost	\$ <u>1,250</u> ea

PROPRIETARY PRICE LISTS: If your company deems that your price lists are proprietary
information, your company can provide a price list that is marked with the words "PROPRIETARY
INFORMATION" which will then exclude that document from Freedom of Information requests. If a
price list is provided which is not identified as "PROPRIETARY INFORMATION", it cannot be marked
as such by City staff and will be subject to Freedom of Information requests.

REPLACEMENT PARTS AS LISTED WILL BE USED FOR AWARD PURPOSES.
The unit price quoted above should match the cost provided in the parts price list taking the quoted
discount.

IMPORTANT: Under normal circumstances, it is assumed that the pumps will be required to be
removed from their current location to do most work.

LOCATION OF REPAIR FACILITY:
Address 4925 Holtz Drive
City Wixom
State Michigan Zip 48390

ESTIMATED QUANTITIES: Quantities stated are estimated and will be use for award purposes only.
The City will not be penalized for usage that is greater than or less than the stated annual usage. The City of
Troy will only pay for work completed and approved at the rates as quoted.

DESCRIPTIVE LITERATURE: Please attach to your bid proposal any pertinent descriptive material
relevant to the item bid.

IMPORTANT NOTE: It is assumed that most work will require a minimum two (2)-man crew; therefore,
for award purposes all hourly rates will be multiplied by two. If for any reason, a one-man crew is sent to
provide service, the company may only charge for the number of persons and hours that are provided. The
City reserves the right to deduct invoice charges that do not match service provided. In making an award,
the estimated number of hours stated during a typical year for Items #1 and #2 multiplied by the regular time
rate will be used, using the above stated criteria.

COMPANY NAME: Kennedy Industries

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: Mason County
ADDRESS: 102 E 5th ST CITY: Scottsville ZIP: 49454
TELEPHONE: 231-690-2937 CONTACT: Dan Ronde
EMAIL: DROHDE@MasonCounty,NET

COMPANY: Washtenaw County Parks
ADDRESS: 2230 Platt RD CITY: Ann Arbor ZIP: 48104
TELEPHONE: 734-971-6337 CONTACT: Brian Machemer
EMAIL: Machemeb@Washtenaw.org

COMPANY: Muskegon County Waste & Water
ADDRESS: 698 N Maple PL CITY: Muskegon ZIP: 49442
TELEPHONE: 231-724-2444 CONTACT: DAVE JOHNSON
EMAIL: Johnsonda@Co.Muskegon.MI.US

MANDATORY: THE SUCCESSFUL BIDDER(S) MUST HAVE EXPERIENCE WORKING WITH THE TYPE OF PUMPS SPECIFIED IN THE SCOPE OF WORK INCLUDING FLOWAY VERTICAL TRUBINE AND/OR AURORA PUMPS.

Kennedy Industries has 62 (#) years of experience working with these types of pumps.

(Company Name)

DEFINITION OF HOURLY TIME CHARGES: Regular time charges are to be defined as any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday with the exception of the following Holidays: New Years Eve Day, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Overtime will be defined as any other time not specified above.

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, to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY OVERVIEW: Vendor shall provide with bid proposal a company overview which includes the following information: Business description, services the company is capable of providing, list of pump manufacturers/types for which the vendor can provide services, list of vendor owned equipment to be used for pump repairs.

DOWNPAYMENTS AND PREPAYMENTS: Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

COMPANY NAME: Kennedy Industries

NOTE: The vendor further declares that he/she has familiarized him/herself with the location of the pumps at the Troy Family Aquatic Center and Community Center pools, and the conditions under which the pumps must be serviced. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of pump repair services.

WARRANTY: The successful bidder's repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

LOCAL PREFERENCE: The City of Troy reserves the right to award a contract to a local business, one who 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, the local vendor is given one chance to match the low bid.

CONTACT INFORMATION: The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation.

Daytime phone number 248-684-1200 Contact Name: Field Service Dept
24-hour phone number 248-684-1200 Contact Name: Field Service Dept
Hours of operation: 8am - 5pm

SITE INSPECTION: All bidders should examine the sites to determine the amount of work to be done in accordance with the work specified. If a bidder does not inspect the pumps that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Mike Sackner, Streets Division Supervisor, 248-524-3401 to schedule an appointment for storm pumps and Dennis Trantham, Facilities and Grounds Operations Manager, 248-524-3368 to schedule an appointment for pool pumps.

- Our company inspected the pumps. Inspection Date: 5-21-2021
 Our company did not inspect the pumps.

PURCHASE ORDER: The purchase order(s) issued from the City of Troy will create a bilateral contract between the parties, and commit the successful bidder(s) to perform the contract in accordance with specifications.

SUBCONTRACTORS: The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder(s) and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found, to the satisfaction of the designated City representative.

DELIVERY: All items are to be F.O.B. delivered, freight paid, to various City of Troy locations as specified in the Scope of Work.

COMPANY NAME: Kennedy Industries

CONTRACT FORMS: Bidders should complete and sign 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. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

WARRANTY: Bid responses shall include a detailed description of warranties offered conjunction with the work performed under the contract to be awarded.

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 Department 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.

- 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 MITN website.

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.

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

COMPANY NAME: Kennedy Industries

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.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. *The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder* or the bidder will be considered non-responsive and the bid un-awardable. This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:


After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Kennedy Industries

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder(s) whose prices shall remain firm in accordance with the bid specifications. The contract period shall commence on the date of award or July 1, 2021, whichever is later and expire three calendar years later with an option to renew for two (2) additional one-year periods based upon mutual consent of both parties within ninety (90) days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City can accept an increase for labor rates based on the Consumer Price Index (CPI) for the Detroit/Ann Arbor area.

Parts prices shall be in accordance with the manufacturer's current price list or the company's current computer generated price list and firm discount quoted. The City of Troy requests firm prices for one-year. A new price list maybe submitted annually for review by the designated City representative after this period. Any price list changes will require 30 days notice. The City will have the option of accepting the new price list, or canceling the purchase order and re-bidding the contract. Parts lists will be required to be on file at the offices of the City of Troy; or if a parts list is not available, the manufacturer's invoiced price with a ~~markup~~ or markdown may be used. Verification of the invoiced price may be required by the City of Troy at the City's discretion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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#: 38-1743607

COMPANY NAME: Kennedy Industries

ADDRESS 4925 Holtz Drive CITY Wixom STATE MI ZIP 48393

PHONE NUMBER 248-684-1200 FAX NUMBER 248-684-6011

REPRESENTATIVE'S NAME Brandon Jeannette

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 
(Print)

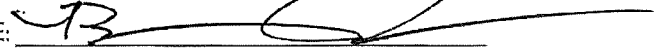
PAYMENT TERMS: NET 30 WARRANTY: 3 years

E-MAIL: Bjeannette@KennedyInd.com

EXCEPTIONS:
Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:
Please See Kennedy letter regarding exceptions.
Next page.

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:
I, Brandon Jeannette, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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 at no cost to the City.

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

U.S. CURRENCY: All figures quoted are to be in U.S. Funds.



KENNEDY
INDUSTRIES

INNOVATE
SOLVE
MONITOR
REPAIR

June 3, 2021

The City of Troy
500 W. Big Beaver Road
Troy, MI, 48084

RE: City of Troy, Storm Water Pump and Pool Pump Repair Services

To Whom It May Concern:

Kennedy Industries will complete all work within (7) days upon receipt of all required components needed to complete the repair. Due to the volatility in the supply chain, some components may require a longer lead time than (7) days. Kennedy Industries will notify the City of Troy to discuss all options to ensure the pump is returned in a timely fashion.

Regards,
KENNEDY INDUSTRIES, INC.

Brandon Jeannette

Brandon Jeannette
Field Service Manager



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Brandon Jeannette, bearing the office title of Field Service Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A **partnership**, all members of which, with addresses, is:~~

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~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

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-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Brandon Jeannette, being duly sworn deposed, says that he/she
(Print Full Name)

is Field Service Manager. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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 of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 2 day of June, 2021 in and for _____
Oakland County.

My commission expires:
6/13/2022

CRAIG RICHARD CZAJKOWSKI
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jun. 13, 2022
Acting In the County of Oakland



**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:

1. 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;
 - b. 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
 - c. 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 Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Kennedy Industries

Name of Agency/Company/Firm (Please Print)

Brandon Jeannette Field Service Manager

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date 6-2-2021

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	Kennedy Industries, Inc.
Street Address	4925 Holte Dr.
City	Wixom
State, Zip	Michigan, 48393
Corporate I.D. Number/State	800184232 Michigan
Taxpayer I.D. #	38-1743607

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.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

Brandon Jeannette

Witness Signature:

Printed Name of Witness:

Craig Czajkowski



Proposer's Sworn and Notarized Familial Disclosure
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of Kennedy Industries (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of The City of Troy and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER: [Signature]

By: Brandon Jeannette

Its: Authorized Agent

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 2 day of June, 2021, by

Brandon Jeannette

CRAIG RICHARD CZAJKOWSKI
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jun. 13, 2022
Acting in the County of Oakland



500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL AGENDA ITEM

Date: June 9, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Brian Goul, Recreation Director
Kurt Bovensiepe, Public Works Director
Scott Carruthers, Streets and Drains Operations Manager
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 1: Award to Sole Bidder – Pump Repair and Emergency Repair Services – Indoor and Outdoor Pools and Stormwater Detention Basin Pump Stations

History

Troy Family Aquatic Center and Troy Community Center:

- The Aquatic Center has eight pumps that operate the filtration system along with the various water features.
- The Troy Community Center has four pumps that operate the filtration system along with the various water features.
- Failure to repair the pumps in a timely manner would result in closing of the facility for health reasons and result in loss revenue to the Recreation Department.

City of Troy Stormwater Detention Basin Pump Stations:

- The City of Troy owns and maintains nine (9) pump stations at stormwater detention basins.
- The stormwater detention basins allow water to collect in the basin and the pumps send water to the storm drainage pipes at a regulated flow rate so not to overwhelm the Storm Drain System.
- Failure to repair the pumps in a timely manner can cause flooding upstream of the basins and potentially cause flooding of roadways and residences.

Purchasing

- On June 3, 2021 a bid opening was conducted as required by City Charter/Code to furnish all labor, tools, equipment, and transportation services to provide three (3) year requirements of pump repair and emergency pump repair services at the Troy Family Aquatic Center, Community Center and Stormwater Detention Basin Pump Stations with an option to renew for two (2) additional years.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. One (1) bid response was received.



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Kennedy Industries of Wixom, MI* is the sole bidder meeting specifications. Below is a detailed summary of potential vendors:

Companies notified via MITN	153
Troy Companies notified via MITN	3
Troy Companies notified - Active email Notification	3
Troy Companies - Active Free	0
Companies that viewed the bid	10
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.

- Kennedy Industries is the company currently providing pump repair services on an as needed basis.
- Note that the Building Operations Department maintains and supports the pool pumps while the Street and Drains Division maintains and supports the detention basin pumps.
- The awarded company for emergency pump repair is called only when the emergency pump repair on the pool and detention basin pumps are beyond the scope of the respective division that is responsible for their repair.
- The purpose of this bid is to have an action plan for emergency repairs in a timely fashion at fixed costs.

Financial

Funds are available in the Community Center and Troy Family Aquatic Center Contractual Services Account – Equipment Maintenance and Operating Supplies Accounts; and in the Retention Ponds Contractual Services Account – Equipment Maintenance Account.

Recommendation

City management recommends awarding a three (3) year contract with an option to renew for two (2) additional years to the sole bidder, *Kennedy Industries of Wixom, MI* for Pump Repair and Emergency Services on an as needed basis at the Troy Family Aquatic Center, Troy Community Center and Stormwater Detention Basin Pump Stations at the unit prices contained in the attached bid tabulation opened June 3, 2021.

BID TABULATION
 CITY OF TROY
 PUMP REPAIR SERVICES

Vendor Name:	Kennedy Industries
City:	Wixom, MI

PROPOSAL: PROVIDE STORM AND POOL PUMP REPAIR AND EMERGENCY PUMP REPAIR SERVICES INCLUDING ALL LABOR, TOOLS, EQUIPMENT, CRANES ETC., AND TRANSPORTATION SERVICES TO THE CITY OF TROY FOR A THREE-YEAR PERIOD WITH TWO – ONE YEAR RENEWAL OPTIONS

PROPOSAL (A): CITY OF TROY STORM PUMPS

1. Repair Service - Mechanical Hourly Rates

Days	Times	Location	Rate	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$165.00
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$247.50
Saturday	All Hours	On-Site	\$/Hour Per Man	\$247.50
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$330.00
	All Hours	Off-Site	\$/Hour Per Man	\$165.00

2. Repair Service - Machinist Hourly Rates

Days	Times	Location	Rate	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$165.00
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$247.50
Saturday	All Hours	On-Site	\$/Hour Per Man	\$247.50
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$330.00
	All Hours	Off-Site	\$/Hour Per Man	\$165.00

3. Repair Service - Field Service Mechanic with Service Truck Hourly Rates

Days	Times	Location	Rate	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$165.00
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$247.50
Saturday	All Hours	On-Site	\$/Hour Per Man	\$247.50
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$330.00

4. Replacement Parts Pricing

Discount off price	N/A
Price List No.:	N/A
Markup/Markdown	25% Markup
Response Time	24 Hours

PROPOSAL (B): CITY OF TROY POOL PUMPS

1. Repair Service

Days	Times	Location	Rate	Price
Mon-Fri	7am-3pm	On-Site	\$/Hour Per Man	\$165.00
Mon-Fri	3pm-7am	On-Site	\$/Hour Per Man	\$247.50
Saturday	All Hours	On-Site	\$/Hour Per Man	\$247.50
Sundays & Holidays	All Hours	On-Site	\$/Hour Per Man	\$330.00
	All Hours	Off-Site	\$/Hour Per Man	\$165.00

2. Cost to remove pumps from its housing and replace after repairs have been made – includes labor and equipment.

Operator with Crane	\$/Hour Per Man	\$165.00
Operator without Crane	\$/Hour Per Man	N/A
Response Time		24 Hours



CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)

6/3/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Hanover American Insurance Company		36064
INSURER B : Massachusetts Bay Insurance Company		22306
INSURER C : The Hanover Insurance Company		22292
INSURER D : Citizens Insurance Company of America		31534
INSURER E :		
INSURER F :		

INSURED
1484349 KENNEDY ACQUISITION CORPORATION
KENNEDY INDUSTRIES, INC.
4925 HOLTZ DRIVE
WIXOM MI 48393

COVERAGES CERTIFICATE NUMBER: 17620178 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	ZZXA405619	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	N	ADXA395077	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	UHXA405621	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WBXD969520	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 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 ARE ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER 17620178 CITY OF TROY 500 WEST BIG BEAVER TROY MI 48084	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: ZZXA405619

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract executed prior to loss.	1

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.
- 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
- 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
 - 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.
- 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.

POLICY NUMBER: ZZXA405619

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) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract executed prior to loss.	1

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:

1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ZZXA405619

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
1.	Non-owned Watercraft	51 ft.
2.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
3.	Unintentional Failure to Disclose Hazards	Included
4.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

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

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) 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 – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

- (2) When this insurance is excess, we will have no duty under Coverages **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 insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible 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.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, 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".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
 - a. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.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.
- 1.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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV –**

COMMERCIAL GENERAL LIABILITY

CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION WHERE WORK IS BEING PREFORMED	30

(In formation required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.