

CITY COUNCIL MINUTES

November 14, 2022

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Liquid Calcium Chloride**

Resolution #2022-11-168-J-4a

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 meeting specifications, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI*, for an estimated total cost of \$43,680, at the unit prices contained in the bid tabulation opened October 13, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring November 30, 2024, not to exceed budgetary limitations.

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.

PURCHASE ORDER

No. 2023-00000657

DATE: 11/30/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To

CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

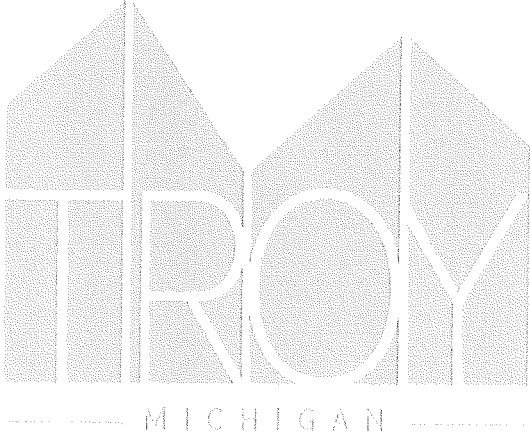
COUNCIL RESOLUTION
 2022-11-168-J-4a

VENDOR NO. 108921

Vendor

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

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	1 year requirement of LCC 38% (Dust Control)	13,980.0000	\$13,980.00
1	Lump Sum	1 year requirement of 32% LCC (Snow and Ice Control)	29,700.0000	\$29,700.00
				

Entered By: Emily Frontera

\$43,680.00

Special Instructions:

CITY COUNCIL AWARD DATE: 11/14/2022 CERTIFICATE OF INSURANCE and ENDORSEMENTS SHALL BE ON FILE for duration of contract. This Purchase Order is for YEAR ONE (1) of a potential TWO (2) Year 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

Opening Date: 10/13/2022
 Date Reviewed: 10/13/2022

CITY OF TROY
 BID TABULATION
 LIQUID CALCIUM CHLORIDE

ITB-COT 22-36
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VENDOR NAME:	Liquid Calcium Chloride Sales	Michigan Chloride Sales, LLC	Suburban Calcium Chloride Sales
CITY:	Kawkawlin, MI	St. Louis, MI	NO BID

PROPOSAL: ONE -YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

ESTIMATED QUANTITY	DESCRIPTION	PRICE/ GALLON				PRICE/ GALLON
		Below 6,000 Gallon Deliveries	6,000-9,000 Gallon Deliveries	5,000 Gallon Deliveries	9,500 Gallon Deliveries	
OPTION A: 38%						
20,000 GALS	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	\$0.870	\$0.699	Not Specified		NO BID
Option A Total:		\$17,400.00	\$13,980.00			
OPTION B: 32%						
50,000 GALS	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.	\$0.930	\$0.594	Not Specified		NO BID
Option B Total:		\$46,500.00	\$29,700.00			
				\$0.410	\$0.240	
				\$20,500.00	\$12,000.00	
				Alternate Bid: 30% Mineral Well Brine		
Total Option A & B:		\$63,900.00	\$43,680.00			

CONTACT INFORMATION:	Hours of Operation:	8:00AM - 5:00PM	M-F 7:30AM - 4:30PM
	24 Hr. Phone Number:	989-245-2518 Zach Gerard	989-681-3221
REFERENCES:	Y or N	Y	Y
SAFETY DATA SHEET PROVIDED:	Y or N	N	Y
CAN MEET INSURANCE:	Y or N	Y	Y
PAYMENT TERMS:	Y or N	Net 30	Net 30
EXCEPTIONS:	Y or N	None	Pricing offered for 30% Mineral Well Brine for both dust and ice control deliveries. Product Analysis submitted with bid
ACKNOWLEDGEMENT:	Y or N	Y	Y
FORMS:	Y or N	Y	Y

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Zach Haapala
 Laura Campbell
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



**CITY OF TROY
ELECTRONIC BID PROPOSAL**

ITB-COT 22-36
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:

COMPANY NAME MICHIGAN CHLORIDE SALES, LLC

ESTIMATED QUANTITY	DESCRIPTION	PRICE/ GALLON
OPTION A: 38%		
20,000 GALS	Bidder will <u>deliver to a storage tank</u> located at 4693 Rochester Rd., Troy, for dust control at shipments of no less than 3,000 gallons , as requested by the City	\$ N/A
OPTION B: 32% ALTERNATE BID: 30% MINERAL WELL BRINE		
50,000 GALS	Bidder will <u>deliver to a storage tank</u> located at 4693 Rochester Rd., Troy, for snow & ice control at shipments of no less than 2,000 gallons , as requested by the City.	\$0.41 - 5,000 GAL LOAD SIZES \$0.24 - 9,500 GAL LOAD SIZES

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: MONDAY - FRIDAY, 7:30AM - 4:30PM
24 Hr. Phone No. (989) 681-3221

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 **Scott Carruthers** at **248.524.3501**.

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.

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.

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: CLINTON COUNTY ROAD COMMISSION
ADDRESS: 3536 S US HIGHWAY 27, ST. JOHNS, MI 48879
PHONE: (989) 224-3274 CONTACT DOUG STEFFEN
EMAIL: STEFFEND@CCRC-ROADS.COM

COMPANY: MONTCALM COUNTY ROAD COMMISSION
ADDRESS: 619 W MAIN STREET, STANTON, MI 48888
PHONE: (989) 831-5285 CONTACT MARK CHRISTENSEN
EMAIL: MARK@MONTCALMROADS.COM

COMPANY: KENT COUNTY ROAD COMMISSION
ADDRESS: 1500 SCRIBNER AVENUE NW, GRAND RAPIDS, MI 49504
PHONE: (616) 242-6900 CONTACT JERRY BYRNE
EMAIL: JBYRNE@KENTCOUNTYROADS.NET

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 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.

COMPANY NAME: MICHIGAN CHLORIDE SALES, LLC

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.

- (X) 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.

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.

COMPANY NAME: MICHIGAN CHLORIDE SALES, LLC

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 or **December 1, 2022**, whichever is later, and expire **November 30, 2023**. 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. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a 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 of Troy may terminate this contract with written notice at least thirty (30) days in advance.

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# 20-4505693

COMPANY MICHIGAN CHLORIDE SALES, LLC

ADDRESS 402 W JACKSON ROAD CITY ST. LOUIS STATE MI ZIP 48880

TELEPHONE NUMBER (989) 681-3221 FAX NUMBER (989) 681-3574

REPRESENTATIVE'S NAME KAREN HISTED

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  (Print)

PAYMENT TERMS NET 30 DELIVERY: As Specified

E-MAIL: KHISTED@MICHIGANCHLORIDE.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 or deviations are an integral part of this bid offer:

MICHIGAN CHLORIDE SALES IS PLEASED TO OFFER PRICING FOR OUR 30% MINERAL WELL BRINE FOR BOTH DUST AND ICE CONTROL DELIVERIES. PRODUCT ANALYSIS SUBMITTED WITH BID.

ACKNOWLEDGEMENT:

I, KAREN HISTED, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mj 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.

U.S. FUNDS: All prices quoted are to be in U.S. Currency.



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 ILLINOIS
for whom KAREN HISTED, bearing the office title of PRESIDENT
, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

N/A

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

N/A



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

KAREN HISTED, being duly sworn deposed, says that he/she
(Print Full Name)

is PRESIDENT. 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.

Karen Histed
SIGNATURE OF PERSON SUBMITTING BID

Daniell Bigard
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 11th day of October, 2022 in and for
Gratiot County.

My commission expires:
9/24/24

DANIELL C. BIGARD
Notary Public, State of Michigan
County of Midland
My Commission Expires 9/24/24
Acting in the County of Gratiot

9/24/24



**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.

MICHIGAN CHLORIDE SALES, LLC

Name of Agency/Company/Firm *(Please Print)*

KAREN HISTED, PRESIDENT

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

OCTOBER 11, 2023

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	MICHIGAN CHLORIDE SALES, LLC
Street Address	402 W JACKSON ROAD
City	ST. LOUIS
State, Zip	MI 48880
Corporate I.D. Number/State	801863470
Taxpayer I.D. #	20-4505693

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: *Karen Histed*

Printed Name of Vendor's Authorized Agent: KAREN HISTED

Witness Signature: *Kaleigh Kyser*

Printed Name of Witness: KALEIGH KYSER



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

The undersigned, the owner or authorized officer of MICHIGAN CHLORIDE SALES, LLC (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

MICHIGAN CHLORIDE SALES, LLC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
MICHIGAN CHLORIDE SALES, LLC

By: Karen Husted

Its: PRESIDENT

Daniell Bugard
STATE OF MICHIGAN

)SS.

COUNTY OF Midland)

DANIELL C. BIGARD
Notary Public, State of Michigan
County of Midland
My Commission Expires 9/24/24
Acting in the County of Midland

This instrument was acknowledged before me on the 17th day of October, 2022, by
Karen Husted

9/24/24



Mineral Well Brine Analysis

Michigan Chloride Sales

Sample ID: A09031-003 (Well #3)
Collect Date: 06/08/22

Parameter

Calcium	as calcium chloride	25.7 % (w/v)	20.4 % (w/w)
Magnesium	as magnesium chloride	4.5 % (w/v)	3.5 % (w/w)
Potassium	as potassium chloride	1.2 % (w/v)	0.9 % (w/w)
Sodium	as sodium chloride	7.2 % (w/v)	5.7 % (w/w)

total chlorides	38.51 % (w/v)	30.52 % (w/w)
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pH	4.98
Specific Gravity	1.262
Weight per Gallon	10.475 lbs. per gal.

8660 S. Mackinaw Trail	Cadillac, MI 49601	T: (231) 775-8368	F: (231) 775-8584
1914 Holloway Drive	Holt, MI 48842	T: (517) 699-0345	F: (517) 699-0388

lab@fibertec.us

Mineral Well Brine

Safety Data Sheet

Issue Date: 03/18/15

Page 1 of 5

SECTION 1: Product and Company Identification

- 1.1. Product Identifier**
Product name: Mineral Well Brine
- 1.2. Intended Use of the Product**
Use of the substance/mixture: Dust control and ice control on roadways
- 1.3. Name, Address, and Telephone of the Responsible Party**
Michigan Chloride Sales LLC
402 W. Jackson Road
St Louis, MI 48880
www.michiganchloride.com
- 1.4. Emergency telephone number**
1-800-286-7312

SECTION 2: Hazards identification

- 2.1. Classification of the substance or mixture**
Classification (GHS-US) Eye Irritant 2A H319
- 2.2. Label elements**
GHS-US labeling

Hazard pictograms (GHS-US):



- Signal word (GHS-US):** Warning
- Hazard statements (GHS-US):** H319 - Causes serious eye irritation.
- Precautionary statements (GHS-US):** P264 - Wash hands, forearms, and exposed areas thoroughly after handling.
P280 - Wear eye protection.
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337+P313 - If eye irritation persists: Get medical advice/attention.

- 2.3. Other hazards**
No additional information available

- 2.4. Unknown acute toxicity (GHS US)**
No data available

SECTION 3: Composition/information on ingredients

- 3.1. Substances**
Not applicable

3.2. Mixtures

Name	Product identifier	% by Weight	Classification (GHS-US)
Water	(CAS No) 7732-18-5	66-74	Not classified
Calcium Chloride	(CAS No) 10043-52-4	18-22	Acute Tox. 4 (Oral), H302 Eye Irrit. 2A, H319
Potassium Chloride	(CAS No) 7447-40-7		Not classified
Sodium chloride	(CAS No) 7647-14-5	4-6	Not classified
Magnesium Chloride	(CAS No) 7786-30-3	3-5	Not classified

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

First-aid measures general: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

First-aid measures after inhalation: When symptoms occur: go into open air and ventilate suspected area.

First-aid measures after skin contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes.

First-aid measures after eye contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical advice if necessary.

First-aid measures after ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical advice if necessary.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries: Eye irritation.

Symptoms/injuries after inhalation: None expected under normal conditions of use.

Symptoms/injuries after skin contact: May cause skin irritation after long exposures, especially on wet skin.

Symptoms/injuries after eye contact: Causes serious eye irritation.

Symptoms/injuries after ingestion: Ingestion may cause nausea, vomiting and diarrhea.

4.3. Indication of any immediate medical attention and special treatment needed

If medical advice is needed, have product container or label at hand.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media: Does not burn. Use extinguishing media appropriate for surrounding fire.

Unsuitable extinguishing media: None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard: Not flammable.

Explosion hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

5.3. Advice for firefighters

Firefighting instructions: Exercise caution when fighting any chemical fire.

Protection during firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures: Handle in accordance with good industrial hygiene and safety practice.

6.1.1. For non-emergency personnel

Protective equipment: Use appropriate personal protection equipment (PPE).

Emergency procedures: Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment: Equip cleanup crew with proper protection. Use appropriate personal protection equipment (PPE).

Emergency procedures: Ventilate area.

6.2. Environmental precautions

Prevent entry to sewers and public waters.

6.3. Methods and material for containment and cleaning up

For containment: Absorb and/or contain spill with inert material, then place in suitable container.

Methods for cleaning up: Clear up spills immediately and dispose of waste safely.

6.4. Reference to other sections

See heading 8, Exposure Controls and Personal Protection.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Hygiene measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use.

Mineral Well Brine Solution

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Incompatible products: Strong acids. Strong bases. Strong oxidizers.

7.3. Specific end use(s)

Dust control and ice control on roadways, road stabilization.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

No Occupational Exposure Limits (OELs) have been established for this product or its chemical components.

8.2. Exposure controls

Appropriate engineering controls:

Ensure exposure is below occupational exposure limits (where available). Ensure all national/local regulations are observed.

Personal protective equipment:

Protective goggles. Gloves.



Hand protection:

Wear chemically resistant protective gloves.

Eye protection:

Chemical goggles or safety glasses.

Respiratory protection:

If exposure limits are exceeded or irritation is experienced, NIOSH approved respiratory protection should be worn.

Other information:

When using, do not eat, drink or smoke.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state: Liquid

Odor: No data available

Color: Clear to straw yellow

pH: 5

Relative evaporation rate (butyl acetate=1): No data available

Melting point: No data available

Freezing point: -20°F

Boiling point: 107 °C (224.6°F)

Flash Point: No data available

Auto-ignition temperature: No data available

Decomposition Temperature: No data available

Flammability (solid, gas): No data available

Vapor pressure: 17mmHg@25°C

Relative vapor density at 20 °C: No data available

Relative density: 1.215 - 1.25 (@25°C)

Solubility: Fully miscible.

Log Pow: No data available

Log Kow: No data available

Viscosity, kinematic: No data available

Viscosity, dynamic: No data available

Explosive properties: No data available

Oxidizing properties: No data available

Explosive limits: Not applicable

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

Reactivity Hazardous reactions will not occur under normal conditions. Hygroscopic substance.

Chemical Stability Product is stable under recommended storage and handling conditions.

Possibility Of Hazardous Reactions None at normal use.

Conditions To Avoid Direct sunlight. Extremely high or low temperatures.

Incompatible Materials Strong acids. Strong bases. Strong oxidizers. Calcium Chloride will corrode most metals exposed to air: attack aluminum (and its alloys) and yellow brass: react with sulfuric acid to form hydrogen chloride which is corrosive, irritating, and reactive: give an exothermic reaction with water-reactive materials such as sodium: result in a runaway polymerization reaction with methyl vinyl ether: and, in solution form, react with zinc (galvanizing) to yield hydrogen gas which is explosive. Hazardous Decomposition Products Carbon oxides (CO, CO₂). Upon heating, toxic fumes are formed. (chlorine)

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity: Not classified

Calcium chloride (10043-52-4)	
LD50 oral rat	1000 mg/kg
LD50 dermal rat	2630 mg/kg
Magnesium chloride (7786-30-3)	
LD50 oral rat	2800 mg/kg
Sodium chloride (7647-14-5)	
LD50 oral rat	3 g/kg
LD50 dermal rabbit	> 10 g/kg
LC50 inhalation rat (mg/l)	> 42 g/m ³ (Exposure time: 1 h)
Potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg

Skin corrosion/irritation: Not classified

Serious eye damage/irritation: Causes serious eye irritation.

Respiratory or skin sensitization: Not classified

Germ cell mutagenicity: Not classified

Carcinogenicity: Not classified

Reproductive toxicity: Not classified

Specific target organ toxicity (single exposure): Not classified

Specific target organ toxicity (repeated exposure): Not classified

Aspiration hazard: Not classified

Symptoms/injuries after inhalation: None expected under normal conditions of use.

Symptoms/injuries after skin contact: May cause skin irritation after long exposures, especially on wet skin.

Symptoms/injuries after eye contact: Causes serious eye irritation.

Symptoms/injuries after ingestion: Ingestion may cause nausea, vomiting and diarrhea.

SECTION 12: Ecological information

12.1. Toxicity

Calcium chloride (10043-52-4)	
LC50 fish 1	10650 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus)
EC50 Daphnia 1	52 mg/l (Exposure time: 48 h - Species: Daphnia magna)
Magnesium chloride (7786-30-3)	
LC50 fish 1	4210 mg/l (Exposure time: 96 h - Species: Gambusia affinis [static])
EC50 Daphnia 1	1400 mg/l (Exposure time: 24 h - Species: Daphnia magna)
EC50 other aquatic organisms 1	2200 mg/l (Exposure time: 72 h - Species: Desmodesmus subspicatus)
LC50 fish 2	1970 - 3880 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])
EC50 Daphnia 2	140 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
Sodium chloride (7647-14-5)	
LC50 fish 1	5560 (5560 - 6080) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
EC50 Daphnia 1	1000 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 fish 2	12946 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	340.7 (340.7 - 469.2) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

12.2. Persistence and degradability

Mineral Well Brine	
Persistence and degradability	Not established.

**Mineral Well Brine Solution
Safety Data Sheet**

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12.3. Bioaccumulative potential

Mineral Well Brine	
Bioaccumulative potential	Not established.
Calcium chloride (10043-52-4)	
BCF fish 1	(no bioaccumulation)
Sodium chloride (7647-14-5)	
BCF fish 1	(no bioaccumulation)

12.4. Mobility in soil: No additional information available

12.5. Other adverse effects

Other information: Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: Transport information

In accordance with ICAO/IATA/DOT/TDG

14.1. UN number Not regulated for transport.

14.2. UN proper shipping name No data available

14.3. Additional information

Other information: No supplementary information available.

Overland transport Not regulated for transport.

Transport by sea Not regulated for transport.

Air transport Not regulated for transport.

SECTION 15: Regulatory information

15.1. US Federal regulations

Calcium chloride (10043-52-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Magnesium chloride (7786-30-3)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Sodium chloride (7647-14-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Water (7732-18-5)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.3. US State regulations

Calcium chloride (10043-52-4)	
U.S. - Texas - Effects Screening Levels - Long Term	
U.S. - Texas - Effects Screening Levels - Short Term	
Magnesium chloride (7786-30-3)	
U.S. - Texas - Effects Screening Levels - Long Term	
U.S. - Texas - Effects Screening Levels - Short Term	
Sodium chloride (7647-14-5)	
U.S. - Texas - Effects Screening Levels - Long Term	
U.S. - Texas - Effects Screening Levels - Short Term	

SECTION 16: Other information

Other information: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H302	Harmful if swallowed
H319	Causes serious eye irritation

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. SDS US (GHS HazCom) - US



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 14, 2022

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
 Dee Ann Irby, Controller
 Kurt Bovensiep, Public Works Director
 Scott Carruthers, Streets and Drains Operations Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low 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 gravel road dust control and 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 32% solution is used for snow and ice control.
- The 38% solution is used for dust control on gravel roads.
- The current contract expires November 30, 2022.

Purchasing

On October 13, 2022 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 MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Two (2) bid responses and one no bid were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	113
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	6
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, MI* is the low 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.
- Michigan Chloride Sales, Inc of Saint Louis, MI was not considered for award because their alternate product did not meet the minimum percentage of Calcium Chloride at 32% for ice control as specified.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are available in the Major and Local Road Operating Budgets of the Public Works Streets Division for the 2023 Fiscal Year.

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 low bidder meeting specifications, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI* for an estimated total cost of \$43,680 at the unit prices contained in the bid tabulation opened October 13, 2022; not to exceed budgetary limitations.

Opening Date: 10/13/2022
 Date Reviewed: 10/13/2022

CITY OF TROY
 BID TABULATION
 LIQUID CALCIUM CHLORIDE

ITB-COT 22-36
 Page 1 of 1

VENDOR NAME:	Liquid Calcium Chloride Sales	Michigan Chloride Sales, LLC	Suburban Calcium Chloride Sales
CITY:	Kawkawlin, MI	St. Louis, MI	NO BID

PROPOSAL: ONE -YEAR REQUIREMENTS OF LIQUID CALCIUM CHLORIDE WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

ESTIMATED QUANTITY	DESCRIPTION	PRICE/ GALLON				PRICE/ GALLON
		Below 6,000 Gallon Deliveries	6,000-9,000 Gallon Deliveries	5,000 Gallon Deliveries	9,500 Gallon Deliveries	
OPTION A: 38%						
20,000 GALS	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	\$0.870	\$0.699	Not Specified		NO BID
Option A Total:		\$17,400.00	\$13,980.00			
OPTION B: 32%						
50,000 GALS	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.	\$0.930	\$0.594	Not Specified		NO BID
Option B Total:		\$46,500.00	\$29,700.00			
				\$0.410	\$0.240	
				\$20,500.00 \$12,000.00 Alternate Bid: 30% Mineral Well Brine		
Total Option A & B:		\$63,900.00	\$43,680.00			
CONTACT INFORMATION:		Hours of Operation: 8:00AM - 5:00PM		M-F 7:30AM - 4:30PM		
		24 Hr. Phone Number: 989-245-2518 Zach Gerard		989-681-3221		
REFERENCES:		Y or N	Y	Y		
SAFETY DATA SHEET PROVIDED:		Y or N	N	Y		
CAN MEET INSURANCE:		Y or N	Y	Y		
PAYMENT TERMS:		Y or N	Net 30	Net 30		
EXCEPTIONS:		Y or N	None	Pricing offered for 30% Mineral Well Brine for both dust and ice control deliveries. Product Analysis submitted with bid		
ACKNOWLEDGEMENT:		Y or N	Y	Y		
FORMS:		Y or N	Y	Y		

Low bidder meeting specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)
Zach Haapala
Laura Campbell
Beth Zaccardelli

 Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2022

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 Meadowbrook Insurance Agency of Saginaw 5311 Hampton Place Saginaw MI 48604 License#: PC779010 MICHCHL-01	CONTACT NAME: Elizabeth Weiler PHONE (A/C, No, Ext): 9899215292 E-MAIL ADDRESS: Elizabeth.Weiler@meadowbrook.com	FAX (A/C, No): 989-607-6808	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Michigan Chloride Sales LLC 402 W. Jackson Saint Louis MI 48880	INSURER A : Nationwide Insurance - AMCO Insurance Company		12824
	INSURER B : Manufacturing Technology Mutual Ins. Co		
	INSURER C : Crum & Forster Specialty Insurance Co		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 617712846

REVISION NUMBER:

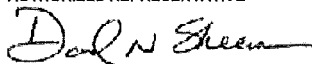
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		ACP3099620320	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAPC3009620320	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ACPCAA7175011056	4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	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/A	2022-233400	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
C	Pollution Liability			PKC109643	4/1/2020	4/1/2023	\$2,000,000 Limit	\$25,000 Deductible

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. 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.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy Purchasing Manager 500 West Big Beaver Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

- 1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

- 2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- 3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- 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.

- 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 \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

- 1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.