

CITY COUNCIL MINUTES

January 29, 2024

**Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications
– Pulsar Chlorine Feeders and Tablets**

Resolution #2024-01-022-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Pulsar chlorination systems and two (2) year maintenance and supply of Pulsar tablets for the pools at the Troy Family Aquatic Center and Troy Community Center, to the sole bidder meeting specifications, Aquatic Source, LLC of Brighton, MI, at unit prices contained in the bid tabulation opened January 18, 2024; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring January 31, 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 ORDER

No. 2024-00000859
 DATE: 02/06/2024
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

Bill To
 CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

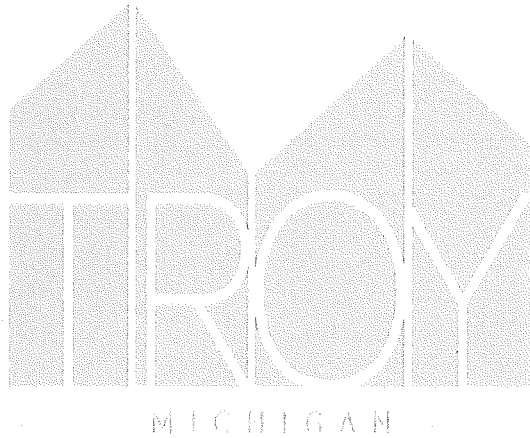
VENDOR NO. 165148

Vendor
 AQUATIC SOURCE
 3155 RIDGEWAY CT
 COMMERCE TWP, MI 48390

EXPIRATION DATE
 12/31/2024
COUNCIL RESOLUTION
 2024-01-022-J-4b

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Pulsar Briquettes for pools This purchase order is for the approximate chlorine purchases for the year for the Community Center and Troy Family Aquatic Center. \$3.04/lb. 50lb per bucket. Bucket Price - \$152.00	25,000.0000	\$25,000.00



Entered By: Andrew Chambliss

\$25,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: 1/29/2024. Contract for Pulsar Chlorine Feeders and Tablets in accordance with the specifications and completion date of ITB-COT 23-40. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion. YEAR 1 (ONE) OF A 2 (TWO) 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.

Andrew K. Chambliss

Opening Date: 01/18/2024
 Date Reviewed: 01/18/2024

CITY OF TROY
 BID TABULATION
 PULSAR CHLORINATION SYSTEMS

ITB-COT 23-40
 Page 1 of 1

VENDOR NAME: Aquatic Source, LLC
 CITY: Brighton, MI
 CHECK NUMBER: 2017335194
 CHECK AMOUNT: \$1,500.00

PROPOSAL: City of Troy is seeking proposals for the removal, disposal and replacement of the existing (4) Four Accu-Tab Feeders. Pulsar Feeders will be the required replacement products.

Item	Quantity	Unit Price	Extended Price
Pulsar Precision High-Capacity Erosion Feed System (with compatible booster pumps as required)	3	\$0.00	\$0.00
Pulsar Precision 30 High Capacity Erosion Feed System (with compatible booster pumps as required)	1	\$0.00	\$0.00
Pulsar Plus Calcium Hypochlorite Briquettes (Estimated yearly quantity 8300 pounds)		\$152.00 /per 50lb Bucket	\$25,232.00
Removal and Disposal of existing (4) Four Accutab Feeders and boosters	1	\$0.00	\$0.00
GRAND TOTAL:			\$25,232.00

Warranty:		2 Years
Authorized Dealer:	Y or N	Y
Hours of Operation:		8:00-4:00 M-F
Contact Person:		Bill Babcock
24 Hr. Contact Phone:		248-366-0606
Email:		bbabcock@aquaticsource.com
References:	Y or N	Y
Can Meet Insurance:	Y or N	Y
Acknowledgements:	Y or N	Y
Payment Terms:		Net 30
Response Time:		1 Day
Forms:	Y or N	Y

Attest:
 (*Bid Opening conducted via Zoom)

Brian Goul
 Andrew Chambliss
 Nellie Bert
 Cheryl Stewart

Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-40
Page 1 of 7

The undersigned proposes to install and provide two (2) year requirements of maintenance and tablets for **PULSAR CHLORINATION SYSTEMS FOR THE CITY OF TROY FAMILY AQUATIC CENTER AND COMMUNITY CENTER POOLS** in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: AQUATIC SOURCE, LLC

PROPOSAL: City of Troy is seeking proposals for the removal, disposal and replacement of the existing (4) Four Accu-Tab Feeders. Pulsar Feeders will be the required replacement products. NO SUBSTITUTIONS will be accepted. The awarded vendor shall provide two-year requirements of equipment maintenance and Pulsar Calcium Hypochlorite Tablets per the direction of the Recreation Supervisor or Pool Manager.

Item	Quantity	Unit Price	Extended Price
Pulsar Precision High-Capacity Erosion Feed System (with compatible booster pumps as required)	3	\$ ∅	\$ ∅
Pulsar Precision 30 High Capacity Erosion Feed System (with compatible booster pumps as required)	1	\$ ∅	\$ ∅
Pulsar Plus Calcium Hypochlorite Briquettes (Estimated yearly quantity 8300 pounds)		\$ /per 50lb Bucket 152.00 (3.04/#)	
Removal and Disposal of existing (4) Four Accutab Feeders and boosters	1	\$ ∅	\$ ∅
TOTAL:			\$

WARRANTY:

Manufacturer Warranty: 2 YEARS

AUTHORIZED DEALER:

- Our company is an authorized distributor of this equipment
- Our company is not an authorized distributor of this equipment.

COMPANY NAME: AQUATIC SOURCE, LLC

ALTERNATES:

No substitutes or alternates will be accepted.

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.

ESTIMATED QUANTITIES:

Quantities stated for Proposal I are guaranteed for two years. The quantities stated will be used for award purposes only and based upon past usage.

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

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

UNIT PRICES : Unit prices prevail. The City of Troy Purchasing Department will correct all extension errors

All items of work noted in the Specifications that are not specifically noted in the proposals shall be considered as included in any maintenance and installation project contained herein, and provided at no extra cost to the City.

INFORMATION:

For additional general information or questions about the specifications, please contact **Morgan Thrasher, Recreation Supervisor**, at (248) 524-3484 between the hours of 8:00 am to 4:00 pm, Monday through Friday or email at Morgan.Thrasher@troymi.com.

CONTACT INFORMATION

Hours of operation: 8:00-4:00 A-F 24 Hr. Contact Phone No. 248-366-0606

Contact Person: BILL BABCOCK Email: BBABCOCK@AQUATICSOURCE.COM

COMPANY NAME: AQUATIC SOURCE, LLC

SITE INSPECTION:

All bidders are requested to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at (248) 524-3484 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

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 the award of contract.

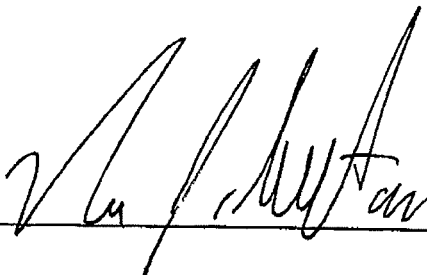
AWARD: The evaluation and award of this bid shall be a combination of factors, including but not limited to cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) for each proposal or to combine proposals, 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.

IMPORTANT: The proposal submitted must contain a unit price for each pay item listed. Also, the proposal may be rejected if the bidder adds any provision. Vendor further declares that he/she has familiarized him/herself with the locations of pools within the Troy Family Aquatic Center and the City of Troy Community Center, and the conditions under which they must be serviced. By submitting a proposal, bidder acknowledges that he has carefully examined the specifications and he understands and accepts as sufficient for the purpose of maintaining the City's indoor and outdoor pools.

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.

INVOICES: The contractor shall submit to the designated City representative detailed invoices that include minimally the purchase order number, service performed, and location(s) of the repair/maintenance work. The Designated City representative reserves the right to review a prototype of the invoice for completeness prior to award. Invoices that are incomplete will not be paid until all requested/required information is submitted. Payments will be made monthly on the basis of the value of the work completed to date that is within the parameters of the specifications.

COMPANY NAME:

 Aquatic Services, LLC

REFERENCES:

The City of Troy requires that your company list at least five (5) clients who have recently had similar work performed by your company. Please, print.

COMPANY: CHIPPewa VALLEY SCHOOLS
ADDRESS: 19120 CASS AVENUE CITY: CLINTON TOWNSHIP ZIP: 48038
TELEPHONE: 586-723-2001 CONTACT: LARRY KLEINHANS
EMAIL: _____

COMPANY: BIG BLUE SWIM SCHOOL
ADDRESS: 13005 LAKESIDE CIRCLE CITY: STORCLAND HEIGHTS ZIP: 48313
TELEPHONE: 586-900-9490 CONTACT: MATT ROCKWELL
EMAIL: _____

COMPANY: FRODOE HIGH SCHOOL
ADDRESS: 33406 GARFIELD RD. CITY: FRODOE ZIP: 48026
TELEPHONE: 586-439-1000 CONTACT: DANIEL C. WATERS
EMAIL: _____

COMPANY: CROSSE POINTE SCHOOLS
ADDRESS: 20601 MURKINWAY CITY: CROSSE POINTE WOODS ZIP: 48236
TELEPHONE: 313-432-3000 CONTACT: ANDREW
EMAIL: _____

COMPANY: MORCY HIGH SCHOOL
ADDRESS: 29300 W. 11 MILE CITY: FARMINGTON HILLS ZIP: 48330
TELEPHONE: 248-476-8020 CONTACT: COLE BANK
EMAIL: _____

CONTRACT FORMS:

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, Certification regarding "Iran Linked Business" and the Familial Disclosure Forms, and include with your bid proposal.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, shall submit any required bonds as specified. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

COMPANY NAME: AQUATIC SOURCE, 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.

- 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.

COMPANY NAME: AQUATIC SOURCE, LLC

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) business additional 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: AQUATIC SOURCES, LLC

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder whose prices shall remain firm in accordance with the following provisions. The contract period shall commence on the date of award, and continue for two (2) calendar years.

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: 26-3009151

COMPANY: AQUATIC SOURCE, LLC

ADDRESS: 190 SUMMIT STREET CITY: BIRMINGHAM STATE: MI ZIP: 48116

TELEPHONE: (248) 366-0606 FAX NUMBER: (248) 366-0605

REPRESENTATIVE'S NAME: BILL BARCOCK / NICK SHALTON
(PRINT)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: NET 30 WARRANTY: 2 YR

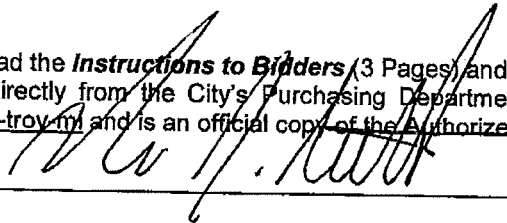
RESPONSE TIME: 1 DAY EMAIL: NSHALTON@AQUATICSOURCE.COM

DEPOSIT CHECK #: _____

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below. The reason(s) for the exceptions, deviation(s), or substitution(s) are an integral part of this bid proposal offer.

ACKNOWLEDGEMENT:

I, NICK SHALTON, 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 Purchasing Group website, www.bidnetdirect.com/city-of-troy.mi 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.

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.

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



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 NICKOLAS J. SHULTON, bearing the office title of
GENERAL MANAGER / SIGNOR, whose signature is affixed to this proposal, is
duly authorized to execute contracts.

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

NICKOLAS J. SHOLTON, being duly sworn deposed, says that he/she
(Print Full Name)

is GENERAL MANAGER / SWEWER. 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 OF PERSON SUBMITTING BID

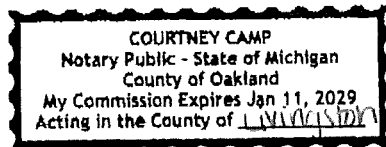
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 3 day of January, 2024

in and for Oakland County.

My commission expires:

1/11/2029





**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, and 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.

AQUATIC SOURCE LLC
Name of Agency/Company/Firm (Please Print)

NICKOLAS J. SHAPIRO
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

1/3/24
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, 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	AQUATIC SOURCE, LLC
Street Address	190 SUMMIT STREET
City	BRIGHTON
State, Zip	MI, 48116
Corporate I.D. Number/State	N/A
Taxpayer I.D. #	26-3009151

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: _____

NICKOLAS J. SHATON

Witness Signature: _____

Printed Name of Witness: _____

Dakota Ward



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

The undersigned, the owner or authorized officer of AQUATIC SOURCE, 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 AQUATIC SOURCE, LLC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

NONE

BIDDER:
AQUATIC SOURCE, LLC

By: NICK SHULTON

Its: GENERAL MANAGER/SIGNOR

STATE OF MICHIGAN


)ss.

COUNTY OF oakland

This instrument was acknowledged before me on the 3 day of January, 2024, by

Courtney Camp

COURTNEY CAMP
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jan 11, 2029
Acting in the County of Livonia, MI

		Page: 1
SAFETY DATA SHEET		Revision Date: 01/23/2023
		Print Date: 04/17/2023
		SDS Number: R1600139
PULSAR PLUS CAL HYPO BRIQUETTES FOR COMMERCIAL SWIMMING POOL USE 205064		Version: 1.3

SECTION 1. IDENTIFICATION

Product identifier

Trade name : PULSAR PLUS CAL HYPO BRIQUETTES FOR
COMMERCIAL SWIMMING POOL USE

Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture : Pesticide

Details of the supplier of the safety data sheet Innovative Water Care, LLC 1400 Bluegrass Lakes Parkway Alpharetta, GA 30004 United States of America (USA) EHSProductSafetyTeam@solenis.com	Emergency telephone number 1-800-654-6911 (Outside the USA:1-423-780-2970) Product Information 1-800-511-6737 (Outside the USA:1-423-780-2347)
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SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Oxidizing solids : Category 2

Acute toxicity (Oral) : Category 4

Skin corrosion : Category 1B

Serious eye damage : Category 1


Specific target organ toxicity - single exposure : Category 3 (Respiratory system)

GHS label elements

Hazard pictograms : 

Signal word : Danger

Hazard statements : H272 May intensify fire; oxidizer.
H302 Harmful if swallowed.

		Page: 2
SAFETY DATA SHEET		Revision Date: 01/23/2023
		Print Date: 04/17/2023
		SDS Number: R1600139
PULSAR PLUS CAL HYPO BRIQUETTES FOR COMMERCIAL SWIMMING POOL USE		Version: 1.3
205064		

H314 Causes severe skin burns and eye damage.
H335 May cause respiratory irritation.

Precautionary statements :

Prevention:

P210 Keep away from heat.
P220 Keep/ Store away from clothing/ combustible materials.
P221 Take any precaution to avoid mixing with combustibles.
P260 Do not breathe dust.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.
P271 Use only outdoors or in a well-ventilated area.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.
P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.
P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.
P363 Wash contaminated clothing before reuse.
P370 + P378 In case of fire: Use water spray to extinguish.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Components

Chemical name	CAS-No.	Classification	Concentration (%)
CALCIUM HYPOCHLORITE	7778-54-3	Ox. Sol. 2; H272 Acute Tox. 4; H302	>= 60 - < 70

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		Skin Corr. 1B; H314 Eye Dam. 1; H318 STOT SE 3; H335	
CALCIUM HYDROXIDE	1305-62-0	Skin Irrit. 2; H315 Eye Dam. 1; H318 STOT SE 3; H335	>= 1.5 - < 5
CALCIUM CHLORIDE	10043-52-4	Eye Irrit. 2A; H319	>= 1.5 - < 5
CALCIUM CARBONATE	471-34-1		>= 1.5 - < 5

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

- General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Do not leave the victim unattended.
- If inhaled : Move to fresh air.
Keep patient warm and at rest.
If unconscious, place in recovery position and seek medical advice.
If symptoms persist, call a physician.
- In case of skin contact : If on skin, rinse well with water.
Wash contaminated clothing before re-use.
If on clothes, remove clothes.
- In case of eye contact : In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
- If swallowed : Get medical attention immediately.
Do NOT induce vomiting.
Rinse mouth with water.
Do not give milk or alcoholic beverages.
Never give anything by mouth to an unconscious person.
If symptoms persist, call a physician.
- Most important symptoms and effects, both acute and delayed : Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include:
stomach or intestinal upset (nausea, vomiting, diarrhea)
irritation (nose, throat, airways)

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discomfort in the chest
 bronchitis
 Headache
 Shortness of breath
 lung edema (fluid buildup in the lung tissue)
 Pulmonary edema may be delayed.
 Harmful if swallowed.
 Causes serious eye damage.
 May cause respiratory irritation.
 Causes severe burns.

Notes to physician : Probable mucosal damage may contraindicate the use of gastric lavage.

SECTION 5. FIREFIGHTING MEASURES

- Suitable extinguishing media : Water
- Unsuitable extinguishing media : Dry extinguishers containing ammonium compounds.
- Specific hazards during firefighting : May intensify fire, oxidizer.
Do not allow run-off from fire fighting to enter drains or water courses.
- Hazardous combustion products : Chlorine
- Further information : Use water to cool containers exposed to fire.
- Special protective equipment for firefighters : In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

- Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.
Ensure adequate ventilation.
Avoid dust formation.
Avoid breathing dust.
Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.
Comply with all applicable federal, state, and local regulations.
- Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.
- Methods and materials for containment and cleaning up : Sweep up and shovel using a clean broom or shovel.
Shovel material into clean dry containers.
All spills of this product should be treated as contaminated.
Contaminated product may initiate a chemical reaction that

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may spontaneously ignite any combustible material present, resulting in a fire.
 Avoid getting spilled product wet.
 Do not seal disposal containers tightly. Immediately remove all product in disposal containers to an isolated area outdoors.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Keep away from combustible material.
 Provide appropriate exhaust ventilation at places where dust is formed.

Advice on safe handling : Avoid dust formation.
 Provide sufficient air exchange and/or exhaust in work rooms.
 Do not breathe vapours/dust.
 Do not smoke.
 Container hazardous when empty.
 Avoid exposure - obtain special instructions before use.
 Avoid contact with skin and eyes.
 Smoking, eating and drinking should be prohibited in the application area.
 For personal protection see section 8.
 Dispose of rinse water in accordance with local and national regulations.


Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place.
 Containers which are opened must be carefully resealed and kept upright to prevent leakage.
 Observe label precautions.
 Electrical installations / working materials must comply with the technological safety standards.

Store in original container.

Recommended storage temperature : <= 95 °F / <= 35 °C

Further information on storage stability : Do not store next to a heat source, in direct sunlight, or elevated temperatures. Do not store where the daily average temperature exceeds prescribed storage temperature for 7 consecutive days. Prevent ingress of humidity and moisture into container or package. Keep containers tightly closed.

Maximum average daily temperature as recommended (where the average daily temperature may be obtained by averaging the minimum and maximum temperatures for each day).
 Storage above this temperature may result in rapid decomposition, evolution of chlorine gas and heat sufficient to ignite combustible products.

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SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

Components	CAS-No.	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
CALCIUM HYDROXIDE	1305-62-0	TWA	5 mg/m ³	ACGIH
		TWA	5 mg/m ³	NIOSH REL
		TWA (total dust)	15 mg/m ³	OSHA Z-1
		TWA (respirable fraction)	5 mg/m ³	OSHA Z-1
CALCIUM CARBONATE	471-34-1	TWA	5 mg/m ³	OSHA P0
		TWA (Respirable)	5 mg/m ³ (Calcium carbonate)	NIOSH REL
		TWA (total)	10 mg/m ³ (Calcium carbonate)	NIOSH REL

Engineering measures : Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Provide appropriate exhaust ventilation at places where dust is formed.

Personal protective equipment


Respiratory protection : In the case of dust or aerosol formation use respirator with an approved filter.
Dust safety masks are recommended when the dust concentration is more than 10 mg/m³.

Hand protection

Remarks : The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection : Wear chemical splash goggles and face shield to protect eyes and skin from airborne dust.
Maintain eye wash station in immediate work area.

Skin and body protection : Wear as appropriate:
Chemical resistant apron
Safety shoes
Dust impervious protective suit

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Flame-resistant clothing
 Choose body protection according to the amount and concentration of the dangerous substance at the work place.
 Wear resistant gloves (consult your safety equipment supplier).
 Discard gloves that show tears, pinholes, or signs of wear.

Hygiene measures : Avoid breathing dust.
 Wash hands before breaks and at the end of workday.
 When using do not eat or drink.
 Ensure that eyewash stations and safety showers are close to the workstation location.
 When using do not smoke.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : tablet

Colour : white

Odour : chlorine-like

Odour Threshold : No data available

pH : 10.5 - 11.5 (77 °F / 25 °C)
 Concentration: 1 %

Melting point/freezing point : Not applicable

Boiling point/boiling range : No data available

Flash point : Not applicable

Evaporation rate : Not applicable

Flammability (solid, gas) : Not combustible Dust

Self-ignition : No data available

Upper explosion limit / Upper flammability limit : No data available

Lower explosion limit / Lower flammability limit : No data available

Vapour pressure : Not applicable

Relative vapour density : No data available

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- Relative density : Not applicable
- Density : No data available
- Solubility(ies)
 - Water solubility : ca. 180 g/l (77 °F / 25 °C)
 - Solubility in other solvents : No data available
- Partition coefficient: n-octanol/water : No data available
- Decomposition temperature : No data available
- Viscosity
 - Viscosity, dynamic : No data available
 - Viscosity, kinematic : No data available
- Oxidizing properties : The substance or mixture is classified as oxidizing with the category 2.
- Particle size : No data available

SECTION 10. STABILITY AND REACTIVITY

- Reactivity : No dangerous reaction known under conditions of normal use.
- Chemical stability : Stable under recommended storage conditions.
- Conditions to avoid : Avoid heat, open flame, and prolonged storage at elevated temperatures.
excessive heat
Exposure to moisture

Keep away from heat, flame, sparks and other ignition sources.
- Incompatible materials : Do not allow product to come in contact with other materials, including e.g. other pool treatment products, acids, organic materials, nitrogen-containing compounds, dry powder fire extinguishers (containing mono-ammonium phosphate), oxidizers, all corrosive liquids, flammable or combustible materials, etc. A chemical reaction with such substances can cause a fire.

If product is exposed to small amounts of water, it can react violently to produce heat and toxic gases and spatter.
- Hazardous decomposition products : Chlorine

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SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Harmful if swallowed.

Components:

CALCIUM HYPOCHLORITE:

- Acute oral toxicity : LD50 (Rat): 850 mg/kg
- Acute inhalation toxicity : Assessment: Corrosive to the respiratory tract.
- Acute dermal toxicity : LD50 (Rabbit): > 2 g/kg

CALCIUM HYDROXIDE:

- Acute inhalation toxicity : Remarks: Corrosive to respiratory system.

CALCIUM CHLORIDE:

- Acute oral toxicity : LD50 (Rat): 2,301 mg/kg
- Acute dermal toxicity : LD50 (Rabbit): > 5,000 mg/kg

CALCIUM CARBONATE:

- Acute oral toxicity : LD50 (Rat): 6,450 mg/kg
- Acute inhalation toxicity : LC 50 (Rat): > 3 mg/l
 Exposure time: 4 h
 Test atmosphere: dust/mist
 Method: OECD Test Guideline 403
 Assessment: Not classified as acutely toxic by inhalation under GHS.
 Remarks: Aerosol
- Acute dermal toxicity : LD50 (Rat): > 2,000 mg/kg
 Method: OECD Test Guideline 402
 Assessment: The substance or mixture has no acute dermal toxicity

Skin corrosion/irritation


Causes severe burns.

Product:

- Remarks : Causes severe skin burns and eye damage.

Components:

CALCIUM HYPOCHLORITE:

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Result : Corrosive after 3 minutes to 1 hour of exposure

CALCIUM HYDROXIDE:

Result : Irritating to skin

CALCIUM CHLORIDE:

Result : Not irritating to skin

CALCIUM CARBONATE:

Result : Not irritating to skin

Serious eye damage/eye irritation

Causes serious eye damage.

Product:

Remarks : May cause irreversible eye damage.

Components:

CALCIUM HYPOCHLORITE:

Result : Corrosive to eyes

CALCIUM HYDROXIDE:

Result : Corrosive to eyes

CALCIUM CHLORIDE:

Result : Severely irritating to eyes

CALCIUM CARBONATE:

Result : Not irritating to eyes

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.


Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

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OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Not classified based on available information.

STOT - single exposure

May cause respiratory irritation.

Components:

CALCIUM HYPOCHLORITE:

Assessment : May cause respiratory irritation.

CALCIUM HYDROXIDE:

Assessment : May cause respiratory irritation.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

Ecotoxicology Assessment

Acute aquatic toxicity : Acute aquatic toxicity Category 1; Very toxic to aquatic life.

Chronic aquatic toxicity : Not classified based on available information.

Components:

CALCIUM HYPOCHLORITE:

Toxicity to fish : LC50 (Lepomis macrochirus (Bluegill sunfish)): 0.049 - 0.16 mg/l
Exposure time: 96 h

Toxicity to daphnia and other : EC50 (Daphnia magna (Water flea)): 0.067 mg/l

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aquatic invertebrates

Exposure time: 48 h

CALCIUM CHLORIDE:

Toxicity to fish : LC50 (Bluegill (*Lepomis macrochirus*)): 9,500 mg/l
Exposure time: 96 h
Method: Static
Remarks: Mortality

Toxicity to daphnia and other : LC 50 (Water flea (*Ceriodaphnia dubia*)): 1,770 - 2,030 mg/l
aquatic invertebrates : Exposure time: 48 h
Method: Static
Remarks: Mortality

CALCIUM CARBONATE:

Toxicity to fish : LC50 (*Gambusia affinis* (Mosquito fish)): > 56,000 mg/l
Exposure time: 96 h
Test Type: static test

Persistence and degradability**Components:****CALCIUM HYPOCHLORITE:**

Biodegradability : Result: The methods for determining biodegradability are not applicable to inorganic substances.

CALCIUM HYDROXIDE:

Biodegradability : Result: The methods for determining biodegradability are not applicable to inorganic substances.

CALCIUM CHLORIDE:

Biodegradability : Result: The methods for determining biodegradability are not applicable to inorganic substances.

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects**Product:**

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Very toxic to aquatic life.

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SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

- Waste from residues : The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
- Dispose of in accordance with all applicable local, state and federal regulations.
- Contaminated packaging : Empty remaining contents.
Dispose of as unused product.
Empty containers should be taken to an approved waste handling site for recycling or disposal.
Do not re-use empty containers.
Do not burn, or use a cutting torch on, the empty drum.

SECTION 14. TRANSPORT INFORMATION**International Regulations****IATA-DGR**

- UN number : UN 1748
Proper shipping name : Calcium hypochlorite mixture, dry
Class : 5.1
Packing group : III
Marine pollutant : no

IMDG-Code

- UN number : UN 1748
Proper shipping name : Calcium hypochlorite mixtures dry
Class : 5.1
Packing group : III
EmS Code : F-H, S-Q
Marine pollutant : yes

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations**49 CFR**

- UN number : UN 1748
Proper shipping name : CALCIUM HYPOCHLORITE MIXTURE, DRY
Class : 5.1
Packing group : III
ERG Code : 140
Marine pollutant : yes

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Special precautions for user

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION
EPCRA - Emergency Planning and Community Right-to-Know Act
CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
CALCIUM HYPOCHLORITE	7778-54-3	10	14

SARA 304 Extremely Hazardous Substances Reportable Quantity

This material does not contain any components with a section 304 EHS RQ.

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Oxidiser (liquid, solid or gas)
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

US State Regulations
Massachusetts Right To Know


calcium hypochlorite	7778-54-3
CALCIUM HYDROXIDE	1305-62-0
CALCIUM CHLORATE	10137-74-3

Pennsylvania Right To Know

calcium hypochlorite	7778-54-3
SODIUM CHLORIDE	7647-14-5
WATER	7732-18-5
CALCIUM HYDROXIDE	1305-62-0
CALCIUM CHLORATE	10137-74-3

New Jersey Right To Know

calcium hypochlorite	7778-54-3
SODIUM CHLORIDE	7647-14-5
WATER	7732-18-5
CALCIUM HYDROXIDE	1305-62-0

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calcium chloride	10043-52-4
CALCIUM CARBONATE	471-34-1
CALCIUM CHLORATE	10137-74-3

California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

The components of this product are reported in the following inventories:

- TCSI : On the inventory, or in compliance with the inventory
- TSCA : Exempt
- AIIC : On the inventory, or in compliance with the inventory
- DSL : Exempt
- ENCS : On the inventory, or in compliance with the inventory
- KECI : On the inventory, or in compliance with the inventory
- PICCS : On the inventory, or in compliance with the inventory
- IECSC : On the inventory, or in compliance with the inventory

TSCA list

Exempt- This product is exempt from Significant New Use Rule requirements. See information under Biocides for product registration information."

Exempt-This product is exempt from TSCA 12(b) requirements. See information under Biocides for product registration information."

Biocides

EPA Reg. # 1258-1179

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Danger, Highly Corrosive., Causes skin and eye damage., May be fatal if swallowed., Irritating to nose and throat.

SECTION 16. OTHER INFORMATION

Further information

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Full text of H-Statements

H272 : May intensify fire; oxidizer.
H302 : Harmful if swallowed.
H314 : Causes severe skin burns and eye damage.
H315 : Causes skin irritation.
H318 : Causes serious eye damage.
H319 : Causes serious eye irritation.
H335 : May cause respiratory irritation.

Full text of other abbreviations

Acute Tox. : Acute toxicity
Eye Dam. : Serious eye damage
Eye Irrit. : Eye irritation
Ox. Sol. : Oxidizing solids
Skin Corr. : Skin corrosion
Skin Irrit. : Skin irritation
STOT SE : Specific target organ toxicity - single exposure
ACGIH : USA. ACGIH Threshold Limit Values (TLV)
NIOSH REL : USA. NIOSH Recommended Exposure Limits
OSHA P0 : USA. Table Z-1-A Limits for Air Contaminants (1989 vacated values)
OSHA Z-1 : USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
ACGIH / TWA : 8-hour, time-weighted average
NIOSH REL / TWA : Time-weighted average concentration for up to a 10-hour workday during a 40-hour workweek
OSHA P0 / TWA : 8-hour time weighted average
OSHA Z-1 / TWA : 8-hour time weighted average

AIIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS

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- Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TECI - Thailand Existing Chemicals Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Sources of key data used to compile the Safety Data Sheet

Key literature references and sources of data

SOLENIS Internal data

SOLENIS internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. This SDS has been prepared by the Solenis Environmental Health and Safety Department.

US / EN



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
 Megan E. Schubert, Assistant City Manager
 Dee Ann Irby, Controller
 Brian Goul, Recreation Director
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications - Pulsar Chlorine Feeders and Tablets

History

- The Troy Community Center and Troy Family Aquatic Center (TFAC) currently are using ACCUTAB Units and Tablets as their chlorine feeder and tablet option.
- Aquatic Source was the authorized dealer for this product and has recently switched to be an authorized dealer for the Pulsar product.
- The ACCUTAB Feeders have been used for several years and are reaching the need to be replaced.
- ACCUTAB will also no longer guarantee contract pricing for future purchases of the chlorine briquettes and the Pulsar product is cheaper.
- Switching to Pulsar Feeders and tablets will allow the City to get new feeders at no fee, with a two-year contract to purchase the Pulsar briquettes in 50# buckets at a guaranteed price.
- Approximate chlorine purchases per year are \$10,000 at the Community Center and \$15,000 at TFAC.
- Comparative pricing is detailed below:

	<u>Pulsar</u>	<u>ACCUTAB</u>
Cost	\$3.04/lb	\$3.20/lb
Unit Measure	50lb. Bucket	60lb. Bucket
Bucket Price	\$152.00	\$192.00

Purchasing

On January 18, 2024, a bid opening was conducted as required by City Charter and Code for the purchase, installation and two-year contract for chlorine tablets for Pulsar chlorination systems at the Troy Family Aquatic Center and Troy Community Center. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Two hundred twenty-five (225) vendors were notified via the MITN website; one (1) bid proposal was received. Below is a detailed summary of potential vendors:



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	225
Troy Companies notified via MITN	10
Troy Companies - Active email Notification	10
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.

Aquatic Source, LLC. Of Brighton MI was the sole bidder meeting specifications. Aquatic Source has successfully provided services for the City of Troy.

Financial

Funds are budgeted and available in the Community Center Operating Budgets account number 101.756.755.740.010 and the Aquatic Center Operating Budgets account number 587.787.740.010 for the 2024 fiscal year and subsequent fiscal years for the duration of the contract. The Pulsar buckets will be purchased on an as needed basis.

Recommendation

City Management recommends awarding a contract for the Pulsar chlorination system installation and two-year maintenance and supply of Pulsar tablets at a unit price of \$152.00 per 50# bucket, to sole bidder meeting specifications *Aquatic Source, LLC of Brighton, MI* for the pools at the Troy Family Aquatic Center and Troy Community Center, at unit prices contained in the attached bid tabulation, opened January 18, 2024, contract expiring January 31, 2026.

Opening Date: 01/18/2024
 Date Reviewed: 01/18/2024

CITY OF TROY
 BID TABULATION
 PULSAR CHLORINATION SYSTEMS

ITB-COT 23-40
 Page 1 of 1

VENDOR NAME: Aquatic Source, LLC
 CITY: Brighton, MI
 CHECK NUMBER: 2017335194
 CHECK AMOUNT: \$1,500.00

PROPOSAL: City of Troy is seeking proposals for the removal, disposal and replacement of the existing (4) Four Accu-Tab Feeders. Pulsar Feeders will be the required replacement products.

Item	Quantity	Unit Price	Extended Price
Pulsar Precision High-Capacity Erosion Feed System (with compatible booster pumps as required)	3	\$0.00	\$0.00
Pulsar Precision 30 High Capacity Erosion Feed System (with compatible booster pumps as required)	1	\$0.00	\$0.00
Pulsar Plus Calcium Hypochlorite Briquettes (Estimated yearly quantity 8300 pounds)		\$152.00 /per 50lb Bucket	\$25,232.00
Removal and Disposal of existing (4) Four Accutab Feeders and boosters	1	\$0.00	\$0.00
GRAND TOTAL:			\$25,232.00

Warranty:		2 Years
Authorized Dealer:	Y or N	Y
Contact Information: Hours of Operation:		8:00-4:00 M-F
Contact Person:		Bill Babcock
24 Hr. Contact Phone:		248-366-0606
Email:		bbabcock@aquaticsource.com
References:	Y or N	Y
Can Meet Insurance:	Y or N	Y
Acknowledgements:	Y or N	Y
Payment Terms:		Net 30
Response Time:		1 Day
Forms:	Y or N	Y

Attest:
 (*Bid Opening conducted via Zoom)

Brian Goul
 Andrew Chambliss
 Nellie Bert
 Cheryl Stewart

Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2023

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		CONTACT NAME: Lauren Davis	
Peabody Insurance Agency, Inc.		PHONE (A/C, No, Ext): (810) 629-1504	FAX (A/C, No): (810) 629-2822
265 N. Alloy Dr.		E-MAIL ADDRESS: ldavis@peabodyinc.com	
Fenton	MI 48430	INSURER(S) AFFORDING COVERAGE	
		INSURER A : State Auto Property & Casualty	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED		NAIC #	
Aquatic Source, LLC		25127	
190 Summit Street			
Brighton			
MI 48116			

COVERAGES CERTIFICATE NUMBER: CL2382310236 REVISION NUMBER:

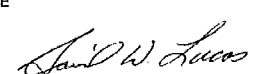
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	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 <input type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		10146174CP	09/01/2023	09/01/2024	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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	Y		10146331CA	09/01/2023	09/01/2024	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 checked="" type="checkbox"/> RETENTION \$ 0			10146333CU	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10146177WC	09/01/2023	09/01/2024	<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)

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 named as an Additional Insured on the General Liability where required by written contract. Coverage is primary and non-contributory. A 30 Day Notice of Cancellation applies in favor of the Certificate Holder.

Project: ITB-COT 23-40 Pulsar Chlorination Systems for the City of Troy Family Aquatic Center and Community Center Pools

CERTIFICATE HOLDER	CANCELLATION
City of Troy Purchasing Manager 500 W Big Beaver Rd 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR LIABILITY

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

- 1. EXPECTED OR INTENDED PROPERTY DAMAGE
- 2. BROADENED NON-OWNED WATERCRAFT
- 3. AMENDED SUPPLEMENTARY PAYMENTS
- 4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
- 5. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
- 7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
- 8. ADDITIONAL INSURED - GRANTOR OF FRANCHISE
- 9. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT
- 10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
- 11. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
- 12. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)
- 13. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE
- 14.

LOW EMPLOYEE COVERAGE

- 17. BROADENED BODILY INJURY DEFINITION
- 18. ALIENATED PREMISES AMENDMENT
- 19. UNMANNED AIRCRAFT COVERAGE
- 20. COORDINATING COVERAGE

1. EXPECTED OR INTENDED PROPERTY DAMAGE

Exclusion 2.a. in SECTION I - COVERAGE A is replaced by the following:

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

2. BROADENED NON-OWNED WATERCRAFT

A. If Endorsement CG 21 09, CG 21 10, CG 24 50 or CG 24 51 is attached to the Policy, the following is added to Paragraph 2.g.(2)(b) - Exclusions under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraph 2.g.(2)(b) of SECTION I - COVERAGE A is replaced by the following:

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

- B. If Paragraph **2.A.** does not apply, the following is added to Paragraph **2.g.(2) - Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

- (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.

3. AMENDED SUPPLEMENTARY PAYMENTS

Paragraphs **b.** and **d.** of the **SUPPLEMENTARY PAYMENTS - COVERAGES** section are changed as shown:

- b. Up to \$5,000 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 \$750 a day because of time off from work.

4. BROADENED DAMAGE TO PREMISES RENTED TO YOU

- A. The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premise, rented to you or a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**.

- B. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows: Exclusions **c.** through **n.** do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

- C. **SECTION III - LIMITS OF INSURANCE** is amended as follows:

Paragraph **6.** is deleted and replaced with the following:

- 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, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The amount shown in the Declarations for Damage to Premises Rented To You Limit.

- D. Paragraph **4.b.(1)(a)(ii)** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

(ii) That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

- E. Paragraph **9.a.** in **SECTION V - DEFINITIONS** is amended to read:

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

5. ADDITIONAL INSURED - BROAD FORM VENDORS

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide fo

B. With respect to the insurance afforded to these "vendors", the following additional exclusions apply:

- 1. The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "propert vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, operations performed at the "vendor's" premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used a container, part or ingredient of any other thing or substance by or for the "vendor"; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting o its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such ingredient, part or container, entering into, accompanying or containing such products.
- 3. This insurance does not apply if "'bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or y endorsement.

C. With respect to the insurance afforded to these "vendors", the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the "vendor" is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance;
- whichever is less.

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

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES

A. **SECTION II - WHO IS AN INSURED** is amended to include an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is a insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by the negligent act or omissions by you, your employee, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:

- 1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and

never:

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

B. Exclusions

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Any structural alterations, new construction or demolition operations performed by or on behalf of the

...y injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the 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:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance;
- whichever is less.

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

7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

A. **SECTION II - WHO IS AN INSURED** is amended to include an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is a insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

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

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. 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 is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance;
- whichever is less.

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

8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

- A. **SECTION II – WHO IS AN INSURED** is amended to include a n additional insured any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage s required the insurance a forded to ch 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.

9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT

- A. **SECTION II – WHO IS AN INSURED** is amended to include a n additional insured any person(s) or organization(s) for whom you have agreed in writing in a non-construction contract or agreement that such person (s) or organization(s) be added an additional insured o your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- 1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
- 2. "Personal and advertising injury";

caused by, in whole or in part your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- B. The insurance afforded to such additional insured described in Paragraph A. of this endorsement:

- 1. Only applies to the extent permitted by law; and
- 2. 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 insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction in connection with diet, cardiovascular fitness, physical programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 service.

D. Paragraph 9.f. of SECTION V - DEFINITIONS is amended as follows:

- f That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

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

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The last paragraph of **SECTION II – WHO IS AN INSURED** is replaced by the following:

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

1. Partnership or joint venture; or
2. Limited liability company, unless Paragraph **A.** above applies;

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

11. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraphs **e.** and **f.** are added to **2. Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An "executive officer" or insurance manager, if you are a corporation.
- (4) A member or manager if the named insured is a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An "executive officer" or insurance manager, if you are a corporation.
- (4) A member or manager if the named insured is a limited liability company.

12 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition **8. Transfer Of Rights Of Recovery Against Others To** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

13. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to _____ will not seek contribution from any other insurance available to an

- . You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

14. "MOBILE EQUIPMENT" REDEFINED

SECTION V - DEFINITIONS is amended as follows:

a. Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

15. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by _____ of this Coverage Form, the following paragraph is added to Paragraph 6. of **SECTION IV - CONDITIONS**: Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

16. FELLOW EMPLOYEE COVERAGE

Unless otherwise amended by separate endorsement to this Coverage Form, paragraph 2.a.(1), in **SECTION II – WHO IS AN INSURED**, is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to _____ o "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However this do not apply to "bodily injury" to _____ o-"employee" when ca ed by your "employee", except with respect to claims for "bodily injury" to:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a) (i), (ii), or (iii) above is directed; or
- (c) Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

17. BROADENED BODILY INJURY DEFINITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following

Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

18. ALIENATED PREMISES AMENDMENT

Paragraph 2.J.(2), **Exclusions**, of **SECTION I - COVERAGE A. Bodily Injury and Property Damage Liability** is replaced as follows:

- (2) Premise you sell, give way or abandon, if the "property damage" arises out of _____ o premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

19. UNMANNED AIRCRAFT COVERA

A. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft under **Section I - Coverage A - Bodily Injury and Property Damage Liability**

This exclusion does not apply to:

(6) Unmanned Aircraft

"Bodily Injur " or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" weighing 15 lbs or less. Use includes operation and "loading or unloading".

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

"Unmanned aircraft" means an aircraft that is not:

- a.** Designed;
- b.** Manufactured; or
- c.** Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

If forms CG 21 09, CG 21 10 or CG 21 11 are attached to this policy, they do not apply to the extent that coverage is provided under this Paragraph **19. UNMANNED AIRCRAFT COVERA**

20. COORDINATING COVERAG

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

- A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE
- B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE
- C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT
- E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS
- F. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS
- G. CONTRACTOR'S POLLUTION LIABILITY COVERAGE
- H. AUTOMATIC LIMITED CONTROLLED (WRA UP) INSURANCE PROGRAM WITH EXCESS COVERAGE
- I. "MOBILE EQUIPMENT" REDEFINED
- J. CONTRACT PENALTY REIMBURSEMENT
- K. COORDINATING COVERAGE

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

Coverage

With respect to the coverage provided by this provision, the following is added to Paragraph 1.a. of **Section I – Coverages - Coverage A – Bodily Injury And Property Damage Liability**:

We will pay, at your request, for "property damage" to property of others while that property is in the care, custody or control of the insured, arising out of your act or omission without regard to any legal obligation to pay damages.

2. Exclusions

Paragraph 2. Exclusions, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

- a. With respect to the coverage provided by this endorsement, exclusions **2.j.(3)**, **2.j.(5)** and **2.j.(6)** of **Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability** do not apply.
- b. With respect to the coverage provided by this endorsement, exclusion **2.j.(4)** is replaced with the following:

j. Damage To Property

"Property damage" to:

- (4) Personal property in the care, custody or control of the insured at premises owned, occupied by or rented to an insured;

- c. The following is added:

- 1) This insurance does not apply to "property damage" to property:
 - a) Arising from design, plans or specifications committed by or on behalf of the insured.
 - b) While being transported by or caused by the ownership, maintenance, operation, use, loading or unloading of any "auto," watercraft or aircraft by an insured; or
 - c) Included in the "products – completed operations hazard".

3. Limits of Insurance

With respect to the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance**:

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

- a. Subject to b. below, the most we will pay for "property damage" including all resulting loss of use is:
 - 1) \$2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of \$10,000; or
 - 2) The amount shown in the _____ than 1) above, for Property Of Others In The Care, Custody, And Control Of The Insured.
- b. The limit in 3.a.1) above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph 5. of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The

_____ reimburse us for such part of the deductible amount as has been paid by us.

- c. The amount we pay for the sum of all occurrences in a _____ annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

4. Conditions

With respect to the coverage provided by _____ endorsement, the following is added to **Section IV – Commercial General Liability Conditions**:

- a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.
- b. In the event of loss covered by _____ endorsement, an insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to an insured, _____ it or overhead charge _____ of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.
- c. With respect to the coverage provided by this endorsement Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended to include the following paragraph:

_____ provided by an insured applies to a loss covered by this endorsement, the insurance under this coverage extension shall apply as excess insurance over such other insurance, collectable or not.

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

- 1. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed:
 - (i) only to ongoing operations at a single construction project away from premises owned or rented to you or;
 - (ii) to a single "location" owned or rented to you:
- a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project _____ limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

b "Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **SECTION I - COVERAGE** for damages or under **COVERAGE** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":

a. Any payments made under **COVERAGE** for damages or under **COVERAGE** for medical expenses shall reduce the amount available under the General Aggregate Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premise involving the merging lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" the "products-completed operations hazard" which can be attributed

- (i) only to "your work" at a single designated project; or
- (ii) Operations at; or "your products" manufactured, sold, handled or distributed at, in connection with: a single "location".

a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

- b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organization making claims or bringing "suits"
 - c. Any payments made under **COVER** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".
 - d. The limit shown in the Declaration for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay a damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:
 - (i) "your work" at a single designated project; or
 - (ii) Operations at; or "your products" manufactured, sold, handled t, from or in connection with: a single "location":
 - a. Any payments made under **COVERAG** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and
 - b. Such payments not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.
 3. Any payments for damage nder **COVERA A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor Construction Project/"Location" General Aggregate Limit.
 4. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:
 'Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN

"your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- (1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or
- (2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a) Your ongoing operations, with respect to Paragraph D.1.a.(1) above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph D.1.a.(2) above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.a., insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

b. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- (1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or
- (2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

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

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf,

in the performance of:

- 1. Your ongoing operations, with respect to Paragraph D.1.b.(1) above; or
- 2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph D.1.b.(2) above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.b., insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

c. If neither Paragraph D.1.a. nor Paragraph D.1.b above apply and such written contract or written agreement require that you provide that the person or organization be named as an additional insured:

- (1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.c.**, insurance afforded to such additional insured:

i. Only applies to the extent permitted by law;

ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your execution of the written contract or written agreement.

That you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.d.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

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

(2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.

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

3. With respect to the insurance afforded to an additional insured under Paragraph **D.1.c.** or Paragraph **D.1.d.** of this endorsement, the following applies:

a. The following is added to **SECTION III – LIMITS OF INSURANCE:**

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

- (1) Required by a written contract or written 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.

b. Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

f That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an insured contract to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

a. The following is added to Paragraph 4.a. of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

- 1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declaration and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
- 2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:
 - a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for which the permit was issued; and
 - b. Permits:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".
 However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

- 3. With respect to the insurance afforded to the additional insured described in E. 2. above, this insurance does not apply to:
 - a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- 4. 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

\$,

whichever is less.

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

F. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS

1. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you 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 omission of those acting on your behalf.

- a. In connection with your premises; or
- b. our ongoing operations.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

- 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 contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

G. CONTRACTOR’S POLLUTION LIABILITY COVERAGE

1. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” and “clean-up costs” arising out of a “pollution incident”. This insurance only applies to “bodily injury” and “property damage” which occurs during the policy period provided that:

- a. the “pollution incident” begins at an identified time and place and ends in its entirety within 72 hours;
- b. you have notified us of the “pollution incident” as soon as practicable, but no more than 14 days after its ending; and
- c. it is “accidental”.

2. LIMITS OF INSURANCE

Solely for purposes of the insurance provided by this coverage for “bodily injury”, “property damage” and “clean-up costs” arising out of a “pollution incident”, **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;
 - (3) Persons or organizations making claims or bringing "suits"; or
 - (4) Governmental actions taken with respect to "clean-up costs"
- b. The General Aggregate Limit is the most we will pay for the sum of:
 - (1) Medical expenses under Coverage C;
 - (2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - (3) Damages under Coverage B;
- c. Subject to Paragraph 2.b. above, the Contractor's Pollution Annual Aggregate is the most that we will pay for the sum of:
 - (1) All damages because of "bodily injury" and property damage"; and
 - (2) All "clean-up costs" incurred because of "environmental damage"; resulting from all "pollution incidents".
- d. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages Under Coverage A;
 - (2) Medical expenses under Coverage C; and
 - (3) All damages because of "bodily injury" and property damage"; and
 - (4) Damages under Contractor's Pollution Liability under this provision; because of injury or damages arising out of any one "occurrence".
- e. Subject to Paragraph 2.c. and 2.d.
 - (1) All damages because of "bodily injury" and property damage"; and
 - (2) All "clean-up costs" incurred because of "environmental damage" arising from one "pollution incident".
- f. The Limits of Insurance of this Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

3. DEDUCTIBLE

- a. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000. as applicable to the Contractor's Pollution Coverage Occurrence Limit of Liability. Neither the Contractor's Pollution Coverage Occurrence Limit of Liability nor the Contractor's Pollution Coverage Annual Aggregate Limit of Liability will be reduced by the application of such deductible amount.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your deductible in the event of a "pollution incident", claim or "suit"; apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

4. EXCLUSIONS

Solely for purposes of the insurance provided by this coverage for "bodily injury" and "property damage" arising out of a "pollution incident":

- a. Exclusion f.(1)(d) under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** does not apply.
- b. The following exclusions are added: The coverage provided by this coverage does not apply to:

(1) Products-Completed Operations Hazard

"Bodily injury", "property damage" and "clean-up costs" included within the "products-completed operations hazard";

(2) Governmental Directives

"Bodily injury", "property damage" and "clean-up costs" arising out of "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful

You or any of your members, partners or executive officers.

(3) Intentional Discharge Or Release

"Bodily injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from

if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site" and:

- (a) such pollutants are intentionally discharged by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf; or
- (b) with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

(4) Owned And Non-owned Disposal Sites

"Bodily Injury", "property damage" and "clean-up costs" arising out of a "pollution incident" on, at, under or migrating from any "owned disposal site" or "non-owned disposal site".

(5) Fungi Or Bacteria

"Bodily Injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened inhalation of, ingestion of or contact with, exposure to, existence of, or presence of, "fungi" or "bacteria", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm; and

Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organizations.

(6) Professional Services

"Bodily Injury", "property damage" or "environmental damage" arising out of the performance of, or failure to perform, "professional services" by or on behalf of any "insured".

All other **COVERAGE A Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** or added by endorsement to your policy apply.

5. DEFINITIONS

a. When used in this coverage only, the following definitions are added to **SECTION V – DEFINITIONS**:

- (1) "Accidental" means unintended and unexpected.
- (2) "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.
- (3) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (4) "Insured site" means premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations providing the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
- (5) "Non-owned disposal site" means a premises, site or location that:
 - (a) Is not, and was not at any time, owned or operated by an insured;
 - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
 - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (6) "Owned disposal site" means a premises, site or location that:
 - (a) Is, or was at any time, owned or operated by an insured;
 - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
 - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (7) "Pollution incident" means the actual, alleged discharge, dispersal, emission, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water at or from _____, provided that such discharge, dispersal, emission, release or escape results in "environmental damage". All "bodily injury" and "property damage" arising out of one discharge, dispersal, emission, release or escape (or repeated and continuous discharges, dispersals, emissions, releases or escapes) shall be deemed to be one "pollution incident" and shall be deemed to have occurred in the "coverage term" in which the "pollution incident" commenced.
 "Pollution incident" does not include "property damage" to a "waste facility".
 "Pollution incident" does not include any "bodily injury" or "property damage" which is included in the exceptions to the pollution exclusion provided by subparagraphs (1)(d)(i), (ii) and (iii) of exclusion f. **Pollution** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**.
- (8) "Professional services" means:
 - (a) Preparing, approving, or failing to prepare or approve:
 1. Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or
 2. Drawings and specifications;
 - (b) Any, architectural, engineering or surveying activity;
 - (c) Construction management services; and
 - (d) Supervisory or inspection activities performed as part of any related architectural, or engineering or surveying activities or related construction management services.
- (9) "Waste facility" means any _____ of any site to which waste from the operations of an "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

- b. When applicable to this coverage only, the following definitions under **SECTION V – DEFINITIONS** are replaced with the following:

(1) Products-completed operations hazard":

(a) Includes all "bodily injury", "property damage" and "environmental damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in your contract has been completed.
 - ii. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working

maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

(b) Does not include "bodily injury", "property damage" or "environmental damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition is created by the "loading or unloading" of that vehicle by any insured; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

(2) "Property damage" means:

(a) Physical injury to, destruction of or contamination of property, including all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it; or

(b) Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident". All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it.

For purpose of this insurance, "electronic data" is not tangible property.

H. AUTOMATIC LIMITED CONTROLLED (WRAP-UP) INSURANCE PROGRAM WITH EXCESS COVERAGE

The following is added to Paragraph 2. Exclusions - **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":
 - a. Arising out of your ongoing operations; or
 - b. Included in the "products-completed operations hazard";at any location for which a "controlled (wrap-up) insurance program" has been provided by a prime contractor/project manager or owner of the construction project in which you are enrolled with respect to "bodily injury", "property damage" or "personal and advertising injury".
2. This exclusion applies whether or not the "controlled (wrap-up) insurance program"
 - a. Provides coverage identical to that provided by this Coverage Part;
 - b. Has limits adequate to cover all claims; or
 - c. Remains in effect.
3. However, this exclusion does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. Your ongoing operations that are being performed at any location owned by, or rented to you that is outside the project site and is not covered by the "controlled (wrap-up) insurance program" for that project;

- b. Your ongoing operations that are punch list or warranty work, if coverage was available to the insured under the "controlled (wrap-up) insurance program" for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ongoing operations and the "bodily injury", "property damage" or "personal and advertising injury" occurs after the expiration of all such coverage;
or
 - c. Your ongoing operations or operations included within the "products-completed operations hazard" where ;
 - 1) The highest limit of the "controlled (wrap-up) insurance program" for that project would apply to such damages but for the exhaustion of the applicable limits of such insurance due to the payment of claims or in the event of bankruptcy or insolvency of all "controlled (wrap-up) insurance programs" which apply to the project(s); and
 - 2) The "controlled (wrap-up) insurance program" for that project has Limits of Insurance for that program which are no greater than the Limits of Insurance shown in the Declarations of this Coverage Part.
 - d. Your ongoing operations or operations included within the "products-completed operations hazard" if the "controlled (wrap-up) insurance program" in which you are enrolled has been cancelled, nonrenewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.
4. The following is added to Section **V – DEFINITIONS** section:
"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

I "MOBILE EQUIPMENT" REDEFINED

SECTION V - DEFINITIONS is amended as follows:

Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

J. CONTRACT PENALTY REIMBURSEMENT

- 1. Subject to the provisions of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay up to 50% of the contractual penalties you are required to pay to your customers as a result of a written contract or agreement for failure to timely deliver your product according to the contract terms due to "bodily injury" or "property damage" which arises out of your business operations to which this policy applies.
- 2. The most we will pay under the coverage is \$10,000 in any one policy year.

K. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically to excess insurance over the applicable coverage