

**J-4 Standard Purchasing Resolutions:**

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Gun Range Bullet Trap Upgrade – Police Department**

**Resolution #2019-11-133-J-4a**

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to upgrade the Gun Range Bullet Trap to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of

\$165,282.00, at unit pricing as contained in the bid tabulation opened October 24, 2019, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

# PURCHASE ORDER

No. 2020-00000837

DATE: 12/12/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Police  
500 W BIG BEAVER RD  
TROY, MI 48084

Bill To

CITY OF TROY  
Police  
500 W BIG BEAVER RD  
TROY, MI 48084

VENDOR NO. 146272

Vendor

MEGGITT TRAINING SYSTEMS, INC  
296 BROGDON ROAD  
SUWANEE, GA 30024

**COUNCIL RESOLUTION**

2019-11-133-J-4a

**INSTRUCTIONS**

Return to Department

| QUANTITY | UNIT     | DESCRIPTION                                                                                                                                                                                                                                                                | UNIT COST    | TOTAL COST   |
|----------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1        | Lump Sum | Gun Range Bullet Trap Upgrade<br>Provide all labor, materials, related equipment, tools and supervision necessary for the complete construction of the Bullet Trap Upgrade at the City of Troy Gun Range as per all bid requirements and in accordance with ITB-COT 19-43. | 165,282.0000 | \$165,282.00 |

Entered By: MaryBeth Murz

\$165,282.00

**Special Instructions:**

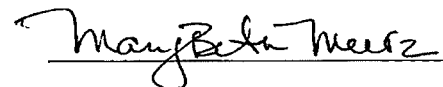
CITY COUNCIL AWARD DATE: 11/11/2019. INSURANCE AND ENDORSEMENTS SHALL BE ON FILE FOR THE DURATION OF THE CONTRACT.

**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.



|               |                                |                     |
|---------------|--------------------------------|---------------------|
| VENDOR NAME:  | Meggitt Training Systems, Inc. | Action Target, Inc. |
| CITY:         | Suwanee, GA                    | Provo, UT           |
| CHECK NO.     | 1019406772                     | 8370962             |
| CHECK AMOUNT: | \$5,000.00                     | \$5,000.00          |

**BID PROPOSAL:** Provide all labor, materials, related equipment, tools and supervision necessary for the complete construction of the Bullet Trap Upgrade at the City of Troy Gun Range.

**PROPOSAL A:**

| Part Number                   | Description                                                                                                                                                      | Qty | Unit        | Total               | Total               |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|---------------------|---------------------|
| LE7500-OT                     | GranTrap – 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. No Rear access doors; as specified or approved equivalent. | 25  | Linear Feet | \$28,381.37         |                     |
| LE7500 TRSP-R                 | GranTrap 1/4" AR500 Sidewall plates. Set of 5 x 2 sidewalls; as specified or approved equivalent.                                                                | 1   | Set         | \$6,272.32          |                     |
| JR5C                          | Redirective Guard – Rifle, 1/4" AR500 (4 Rows at 20 Degrees); shall be suspended from Unistrut; as specified or approved equivalent.                             | 400 | Square Feet | \$29,538.22         |                     |
| SRP 2"                        | Shredded Rubber Plank, 2" x 24" x 24", black; as specified or approved equivalent.                                                                               | 112 | Square Feet | \$1,810.19          |                     |
| DEMO                          | Demo & Clean-up of Bullet Trap and Ballistic Baffles and tiles. Shall be required to provide MTSI with Federal EPA Identification/USEPA Number upon award.       | 1   | Lot         | \$13,111.11         |                     |
| SPPT-Full                     | Complete Unload, Installation and Training                                                                                                                       | 1   | Lot         | \$70,668.79         |                     |
| <b>TOTAL COST PROPOSAL A:</b> |                                                                                                                                                                  |     |             | <b>\$149,782.00</b> | <b>\$180,965.00</b> |

**PROPOSAL B:**

| Part Number                   | Description                                                                                              | Qty | Unit | Total            | Total              |
|-------------------------------|----------------------------------------------------------------------------------------------------------|-----|------|------------------|--------------------|
| ACOUSTIC                      | Apply approximate 2" spray-on cellulose acoustical treatment to underside of the Gun Range ceiling deck. | 1   | Lot  | 15,500.00        |                    |
| <b>TOTAL COST PROPOSAL B:</b> |                                                                                                          |     |      | <b>15,500.00</b> | <b>\$23,625.00</b> |

|                           |                   |              |                    |
|---------------------------|-------------------|--------------|--------------------|
| ATTENDED PRE-BID MEETING: | Y/N               | Y            | Y                  |
| WARRANTY:                 | Y/N               | Y            | Y                  |
| COMPLETION DATE:          |                   | Y            | Y                  |
| CONTACT INFORMATION:      | Hrs. of Operation | 830AM-530PM  | 8AM-5PM            |
|                           | 24 Hr. Phone #    | 800-344-6771 | 877-852-2481       |
| PROGRESS PAYMENTS:        |                   | N/A          | Schedule of Values |
| REFERENCES:               | Y/N               | Y            | Y                  |
| INSURANCE:                | Y/N               | Y            | Y                  |
| PAYMENT TERMS:            |                   | Net 30       | Schedule of Values |
| EXCEPTIONS:               | Y/N               | Y            | Y                  |
| ACKNOWLEDGEMENT:          | Y/N               | Y            | Y                  |
| CONTRACT FORMS:           | Y/N               | Y            | Y                  |

**ATTEST:**

\_\_\_\_\_  
Jason Clark  
\_\_\_\_\_  
Dennis Trantham  
\_\_\_\_\_  
Jackie Ahlstrom  
\_\_\_\_\_  
Kristine Kallek

\_\_\_\_\_  
MaryBeth Murz,  
Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 19-43

Page 1 of 9

The undersigned proposes to **UPGRADE THE CURRENT BULLET TRAP AT THE CITY OF TROY GUN RANGE** as detailed in the Scope of Work in accordance with the attached bid specifications that are to be considered an integral part of this proposal, at the following prices:

**COMPANY NAME:** Meggitt Training Systems, Inc.

**The bid document contains the following sections:**

|                                   |                                                                            |
|-----------------------------------|----------------------------------------------------------------------------|
| Instructions to Bidders (2 pages) | Consent of Surety - Sample (1 page)                                        |
| Bid Proposal (9 pages)            | Scope of Work (3 pages)                                                    |
| Forms (8 forms)                   | Sample Insurance Certificate and Additional Insured Endorsements (4 pages) |
| Public Act 57 (2 pages)           | Statement of No Bid (1 page)                                               |

**PROPOSAL:** The undersigned as bidder declares that he/she having examined the specifications and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including all necessary materials, labor and equipment for the construction of the Bullet Trap and to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

**BID PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the complete construction of the Bullet Trap Upgrade as per all work herein described.**

**LOCATION:**

City of Troy City Hall Gun Range

500 West Big Beaver. Troy, MI 48084.

**Provide all labor, materials, related equipment, tools and supervision necessary for the complete construction of the Bullet Trap Upgrade at the City of Troy Gun Range as per all work herein described.**

**Bid Proposal – Page 2 of 9**

The Bid Proposal page has been **REVISED**. Please use the **REVISED** Bid Proposal page to provide pricing.

**PROPOSAL A:**

| Part Number   | Description                                                                                                                                                      | Qty.       | Unit        | Cost                |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|---------------------|
| LE7500-OT     | GranTrap – 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. No Rear access doors; as specified or approved equivalent. | 25         | Linear Feet | \$28,381.37         |
| LE7500 TRSP-R | GranTrap 3/8" AR500 Sidewall plates. Set of 5 x 2 sidewalls; as specified or approved equivalent.                                                                | 1          | Set         | \$6,272.32          |
| JR5C-<br>JR5D | Redirective Guard – Rifle, 3/8" AR500 (5 Rows at 20 Degrees); shall be suspended from Unistrut; as specified or approved equivalent.                             | 400<br>500 | Square Feet | \$29,538.22         |
| SRP 2"        | Shredded Rubber, black; as specified or approved equivalent.                                                                                                     | 112        | Square Feet | \$1,810.19          |
| DEMO          | Demo & Clean-up of Bullet Trap and Ballistic Baffles and tiles. Shall be required to provide MTSI with Federal EPA Identification/USEPA Number upon award.       | 1          | Lot         | \$13,111.11         |
| SPPT-Full     | Complete Unload, Installation and Training                                                                                                                       | 1          | Lot         | \$70,668.79         |
|               | <b>TOTAL COST PROPOSAL A</b>                                                                                                                                     |            |             | <b>\$149,782.00</b> |

**PROPOSAL B:**

| Part Number | Description                                                                                              | Qty.                    | Unit        | Cost               |
|-------------|----------------------------------------------------------------------------------------------------------|-------------------------|-------------|--------------------|
| ACOUSTIC    | Apply approximate 2" spray-on cellulose acoustical treatment to underside of the Gun Range ceiling deck. | <del>2,600</del><br>260 | Square feet | \$15,500.00        |
|             | <b>TOTAL COST PROPOSAL B</b>                                                                             |                         |             | <b>\$15,500.00</b> |

**COMPANY NAME:** Meggitt Training Systems, Inc.

Voluntary Option: Troy Tiles

MTS offers a Voluntary option to install a Troy Panel tile into the existing drop ceiling grid behind the firing line.

These are 24" x 24" tiles and sound deadening backing, so we are also including the additional grid divider frames needed for proper installation. (The removal / disposal of the existing 24" x 48" tiles is already included in our base bid quote.)

| Part Number | Description                                     | Qty | Unit | Cost               |
|-------------|-------------------------------------------------|-----|------|--------------------|
| Troy Tiles  | 1" x 24" x 24" Troy Tiles with 6" Wool Backing. | 260 | SF   | \$10,139.47        |
|             | <b>TOTAL VOLUNTARY OPTION COST</b>              |     |      | <b>\$10,139.47</b> |

**The anticipated City Council Award Date is November 11, 2019.**  
**Project completion shall be no later than March 30, 2020.**

**STATE WARRANTY:** 12 Months from the date of Range Acceptance

**STATE START DATE (anticipated & approximate):** ~ Nov. 14, 2019 (barring any contractual issues)

**ANTICIPATED DURATION TO COMPLETE:** ~ March 6, 2020 or sooner if contract accepted by Nov. 14, 2019. (Assumes 90-120 Days for delivery after acceptance of order and range submittals package + 12 Days installation)

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

**PREVAILING WAGE PROJECT:**

This is not a prevailing wage project.

**MANDATORY PRE-BID MEETING:**

Mandatory Pre-Bid Meeting will be held on **WEDNESDAY, OCTOBER 2, 2019 at 10:00 am** at the City of Troy Gun Range located at City Hall at 500 West Big Beaver, Troy, MI 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications, drawings and site plans.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Sergeant Jason Clark at (248) 524 3467 or [clarkjj@troymi.gov](mailto:clarkjj@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**SITE INSPECTIONS:**

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not conduct a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the bid proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

COMPANY NAME: Meggitt Training Systems, Inc.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

**DELIVERY:**

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

**COMPLETION DATE:**

The contractor awarded the project shall complete the work within thirty (30) days from notice to proceed and/or complete by the date of MARCH 30, 2020.

**CONTACT INFORMATION:**

Hours of operation: Main Office: 8:30am - 5:30 EST 24 Hr. Contact Phone No. 800.344.6771

**LOCAL PREFERENCE:**

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

**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, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms 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.

**CONTRACT FORMS:**

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

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7; page 6 of 10). The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule N/A

*(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)*

COMPANY NAME: Meggitt Training Systems, Inc.

**REFERENCES:**

The City of Troy requires that your company list at least three (3) locations, listing names of owners, addresses, and phone numbers where they have recently completed similar work in the past two (2) years.

OWNER: Lake Wales Police Dept.  
ADDRESS: 133 East Tillman Avenue, Lake Wales, FL 33853  
PHONE: 863.678.4223 ext. 277 CONTACT: Lt. David Black  
EMAIL: dblack@cityoflakewales.com

OWNER: Rossford Police Dept.  
ADDRESS: 99 Hillsdale Ave., Rossford, OH 43460  
PHONE: 419.666.7390 CONTACT: Lt. Mark Marek  
EMAIL: mmarek@rossfordohio.com

OWNER: Lombard Police Dept.  
ADDRESS: 235 East Wilson Ave., Lombard, IL 60148  
PHONE: 630.873.4483 CONTACT: Deputy Chief Roy Newton  
EMAIL: newtont@villageoflombard.org

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

**PUBLIC ACT 57:**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

**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. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. 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.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

COMPANY NAME: Meggitt Training Systems, Inc.



**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. A work schedule shall be provided to Sergeant Jason Clark, City of Troy Police Department. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed.

**IMPORTANT INFORMATION:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: Meggitt Training Systems, Inc.

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

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

COMPANY NAME: Meggitt Training Systems, Inc.

Please see MTSI's Assertions and Exceptions for additional information.

**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: Meggitt Training Systems, Inc.

Please see MTSI's Assertions and Exceptions for additional information.

# MEGGITT

October 22, 2019

City of Troy  
Office of City Clark  
Attn: Purchasing Dept.  
500 W. Big Beaver Road  
Troy, MI 48084  
248.680.7291

MTSI Offer No.: **MTS18USL3488 Rev 1**  
Re: ITB-COT 19-43 | Gun Range – Bullet Trap Upgrade  
Offer Type: Open Market

Sir or Madam:

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$149,782.00** (One Hundred and Forty-Nine Thousand, Seven Hundred and Eighty-Two US Dollars) for the products and services listed herein, furnished, and delivered FOB jobsite (Troy, MI) in accordance with Incoterms® 2010. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, and Fees applicable to the sale. A \$5,000 Surety Check is included herein, per the RFP requirements. This offer is valid for 60 days.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

**Tracy Newton**  
Sales Manager  
Meggitt Training Systems, Inc.  
Tel: 815.337.1376  
[tracy.newton@meggitt.com](mailto:tracy.newton@meggitt.com)

Prepared by:  
Angela Kronenberg  
Sr. Proposal Manager  
Meggitt Training Systems, Inc.

- **MTSI acknowledges receipt of Addendum 1 and 2.**

|                            |                                                             |
|----------------------------|-------------------------------------------------------------|
| Accepted for:<br>(Company) | Total Purchase Price:<br>(Include Options where applicable) |
| Authorized Signature:      | Title:                                                      |
| Print Name:                | Date:                                                       |

296 Brogdon Road | Suwanee, GA 30024 | Phone: +1 678 288 1090 | In the U.S. +1 800 813 9046 | Fax: +1 678 288 1515 | [MeggittTrainingSystems.com](http://MeggittTrainingSystems.com)

MTSI Ref. Number: MTS18USL3488 Rev 1

Page 1 of 8

(Marketing License: Not Required)

Use or Disclosure: Any and all information and data contained herein is the property of Meggitt Training Systems, Inc. (MTSI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to MTSI as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

Destination Control Statement: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

## Base Offer

- **SUPPORT BRIDGING:** (if applicable) is **NOT** included unless explicitly listed as a separate line item in the equipment table below. Please see the Terms & Conditions section, item C under exclusions.
- All products and services offered herein are Open Market items.

| PART NO.                      | DESCRIPTION                                                                                                                                                                  | QUANTITY            | UNIT |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------|
| LE7500-OT                     | GranTrap™ - 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex™ Design. No rear access doors.                                                | 25                  | LF   |
| LE7500 TRSP-R-3/8"            | GranTrap™ 3/8" AR500 Sidewall plates. Set of 5 x 2 sidewalls.                                                                                                                | 1                   | SET  |
| JR5D                          | Redirective Guard - Rifle, 3/8" AR500 (5 Rows @ 20 degrees).                                                                                                                 | 500                 | SF   |
| UNISTRUT                      | 2 Locations per Row of Baffles x 4 Rows = 200 LF.                                                                                                                            | 250                 | LF   |
| DEMO                          | Demo & Clean-up of Bullet Trap and Ballistic Baffles & Tiles.<br><b>Note:</b> Please provide MTSI with your Federal EPA Identification/USEPA Number upon placement of order. | 1                   | LOT  |
| SPPT-Full                     | Complete Unload, Installation, and Training<br>- Prevailing Wage Rates Not Included                                                                                          | 1                   | LOT  |
| P&P BOND                      | 100% Performance and Payment Bond                                                                                                                                            | 1                   | LOT  |
| MTNC BOND                     | 100% Maintenance Bond                                                                                                                                                        | 1                   | LOT  |
| WRTY                          | 12-Month Warranty                                                                                                                                                            | 1                   | LOT  |
| FRT-CPT                       | Freight & Delivery shall be FOB Jobsite (Troy, MI) in accordance with Incoterms® 2010.                                                                                       | 1                   | LOT  |
| <b>Total Base Offer Price</b> |                                                                                                                                                                              | <b>\$149,782.00</b> |      |

## Options

- All MTSI options include any additional Freight and Full Installation necessary.
- Option pricing is contingent upon being purchased at the same time as the base offer.

☐ **Option 1: 2" Spray on Acoustical Treatment**  
*-Please check the Option box, if you wish to purchase this option.*

| PART NO.                                                                        | DESCRIPTION                                                                                               | QUANTITY           | UNIT |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------|------|
| SPRAY ACOUSTIC                                                                  | Spray Acoustic – 2" Spray-on cellulose acoustical treatment to the underside of the range's ceiling deck. | 1                  | LOT  |
| <b>Option 1 Total Price</b><br><i>In addition to the Total Base Offer Price</i> |                                                                                                           | <b>\$15,500.00</b> |      |

☐ **Option 2: Troy Tiles (Voluntary Option)**  
*-Please check the Option box, if you wish to purchase this option.*

| PART NO.                                                                        | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                           | QUANTITY           | UNIT |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------|
| Troy Tiles                                                                      | MTSI offers a Voluntary option to install a Troy Panel tile into the existing drop ceiling grid behind the firing line.<br><br>These are 24" x 24" tiles and sound deadening backing, so we are also including the additional grid divider frames needed for proper installation. (The removal / disposal of the existing 24" x 48" tiles is already included in our base bid quote.) | 260                | SF   |
| <b>Option 2 Total Price</b><br><i>In addition to the Total Base Offer Price</i> |                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$10,139.47</b> |      |

## Important Notes & Assumptions

1. Full Install: Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over two (2) trips. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
2. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
3. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
4. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
5. Any / all trademarks mentioned herein are the properties of their respective owners.
6. If MTSI is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.

## Terms & Conditions – Assertions & Exceptions

MTSI has reviewed the City of Troy's Terms and Conditions and respectfully provides the below assertions and exceptions for your review and consideration. All final terms must be mutually agreed upon in writing.

| MTSI ASSERTIONS & EXCEPTIONS        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.                                  | <p>To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the</p> <p>City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.</p> | <p>MTSI requests the following revision:</p> <p>"...by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is <del>in any way</del> connected or associated with this contract due to the bidder's sole negligence."</p> |
| INSURANCE -<br>CANCELLATION NOTICE: | <p>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:</p> <p>City of Troy</p> <p>Purchasing Manager</p> <p>500 West Big Beaver</p>                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>MTSI's insurance carrier only provides notice to the First Named Insured (MTSI), and cannot provide advance notice of cancellation, but in all cases MTSI agrees to provide notice to the City of Troy upon receipt of notice of change or cancellation in insurance coverage.</p>                           |



|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                     |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | Troy, MI 48084                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                     |
| INSURANCE - PROOF OF INSURANCE COVERAGE: | <p>The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a</p> <p>Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a</p> <p>copy of the policy sections where coverage is provided for additional insured and cancellation notice would be</p> <p>acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.</p> <p>If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal</p> <p>certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.</p> | <p>It is against our corporate policy to release copies of our insurance policy. Generally the standard accord certificate is sufficient as it has been listed at the contractual requirements.</p> |

## Pricing Clarifications

In addition to the above Assertions and Exception, MTSI provide the following additional pricing clarifications. Meggitt Training Systems, Inc.'s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI's baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI's equipment into the range area.**

- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: E, F, G

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- A. Taxes
- B. Permits
- C. Fees

- D. Bonds
- E. Licenses
- F. Additional Insured

- G. Other Charges

Statutory items listed above that are specifically included with this offer: D (Bonds as defined in pricing Table)  
**NOTE: MTSI is not aware of any required Permits for the work being proposed. If permits do apply that we are unaware of, it will be at an additional charge, unless mutually agreed upon in writing upon contract award.**

IMPORTANT NOTE: MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

**Not Applicable – Prevailing Wage Rates not Included**

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.



Note 1: If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification.

PLEASE SUBMIT SIGNED PROPOSAL BY EMAIL, FAX, OR MAIL TO:

**Email:**

[MTSContracts@Meggitt.com](mailto:MTSContracts@Meggitt.com)

**Fax:**

678.288.1515

Attn: Contracts Dept.

**Mail:**

Meggitt Training Systems, Inc.

Attn: Contracts Dept.

296 Brogdon Road

Suwanee, GA 30024-8615

RECORD OF CHANGES

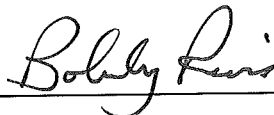
| Revision No. | Date | Description |
|--------------|------|-------------|
|              |      |             |

### SIGNATURE PAGE

**PRICES:**

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



, Bobby Rivers, Director of Proposals

**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: 58-2242995

COMPANY: Meggitt Training Systems, Inc.

ADDRESS: 296 Brogdon Road CITY: Suwanee STATE: GA ZIP: 30024

PHONE: (678) 288.1090 (Main) 815.337.1376 (Sales PO) FAX NUMBER: (678) 288.1515

REPRESENTATIVE NAME: Mr. Tracy Newton (Sales POC)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

, Bobby Rivers, Director of Proposals

PAYMENT TERMS: Net 30 WARRANTY: 12 Months from Range Acceptance

CHECK INCLUDED: Yes - No. 1019406772 COMPLETION: ~ 102-132 Days after receipt and acceptance of order & submittals (90-120 for delivery + 12 for installation)

EMAIL: MTSContracts@meggitt.com (Purchase Order)  
tracy.newton@meggitt.com (Sales POC - Mr. Tracy Newton)

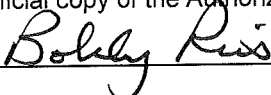
**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer. Please refer to MTSI Quotation No. MTS18USL3488 Rev 1, "Terms & Conditions - Assertions & Exceptions" included with our bid herein.

**ACKNOWLEDGEMENT:**

I, Bobby Rivers, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



, Bobby Rivers, Director of Proposals

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

**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.

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



## Safety Data Sheet

| WHMIS | PPE | Transport Symbol |
|-------|-----|------------------|
|       |     |                  |

Revision Date 15-April-2016

Revision Number 1

## 1. PRODUCT AND COMPANY IDENTIFICATION

|                           |                                                                                                      |
|---------------------------|------------------------------------------------------------------------------------------------------|
| Product Name              | Monoglass Bonding Adhesive - Part A                                                                  |
| Product Type              | Water Based Adhesive                                                                                 |
| Manufactured by:          | Monoglass Incorporated<br>1200 West 73rd Ave., #922<br>Vancouver, British Columbia<br>Canada V6P 6G5 |
| Emergency Contact Number  | 1-604-261-7712 / 1-888-777-2966                                                                      |
| Telephone for Information | : 1 (604) 261- 7712 / 1-888-777-2966                                                                 |

## 2. HAZARDS IDENTIFICATION

|                                                                |                       |           |
|----------------------------------------------------------------|-----------------------|-----------|
| <b>Emergency Overview</b><br>May cause skin and eye irritation |                       |           |
| Appearance White                                               | Physical State Liquid | Odor Mild |

OSHA Regulatory Status      This material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Potential Health Effects  
Principle Routes of Exposure      Eye contact, Skin contact, Inhalation, Ingestion.

Acute Toxicity  
     Eyes      May cause slight irritation.  
     Skin      May cause irritation.  
     Inhalation      May cause irritation.  
     Ingestion      Ingestion may cause stomach discomfort.

Chronic Effects  
Chronic Toxicity      Repeated or prolonged skin contact may cause skin irritation and/or dermatitis and sensitization of susceptible persons.

Aggravated Medical Conditions      None known

Environmental Hazard      See Section 12 for additional Ecological Information

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

This product does not contain any ingredients considered hazardous by OSHA.

**4. FIRST AID MEASURES**

|                    |                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Eye Contact        | Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately if irritation persists.                 |
| Skin Contact       | Wash skin with soap and water. Get medical attention if irritation develops and persists.                                                                          |
| Inhalation         | None under normal use. Move to fresh air.                                                                                                                          |
| Ingestion          | Do not induce vomiting. Clean mouth with water and afterwards drink plenty of water. Never give anything by mouth to an unconscious person. Get medical attention. |
| Notes to Physician | Treat symptomatically                                                                                                                                              |

**5. FIRE-FIGHTING MEASURES**

|                               |                                                                     |
|-------------------------------|---------------------------------------------------------------------|
| Flammable Properties          | Not flammable                                                       |
| Suitable Extinguishing Media  | Water spray. Dry chemical. Carbon dioxide (CO <sub>2</sub> ). Foam. |
| Hazardous Combustion Products | Carbon oxides                                                       |

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

|             |                        |                       |                    |                                          |
|-------------|------------------------|-----------------------|--------------------|------------------------------------------|
| <b>NFPA</b> | <b>Health Hazard 1</b> | <b>Flammability 0</b> | <b>Stability 0</b> | <b>Physical and Chemical Hazards N/A</b> |
|-------------|------------------------|-----------------------|--------------------|------------------------------------------|

**6. ACCIDENTAL RELEASE MEASURES**

|                         |                                                                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Precautions    | Wear protective gloves/clothing and eye/face protection                                                                                   |
| Methods for Containment | Absorb spill with inert material (e.g. dry sand or earth), then place in a chemical waste container. Dike to collect large liquid spills. |
| Methods for Cleaning Up | Pick up and transfer to properly labeled containers                                                                                       |

**7. HANDLING AND STORAGE**

|          |                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------|
| Handling | Handle in accordance with good industrial hygiene and safety practice                                                     |
| Storage  | Keep containers tightly closed in a cool, well-ventilated place. Keep from freezing. Keep cool and protect from sunlight. |

Monoglass Bonding Adhesive, Part A

Revision Date 15-Jan-2016

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION**

|                          |                                                                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Exposure Guidelines      | This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies. |
| Engineering Measures     | Showers<br>Eyewash stations<br>Ventilation systems                                                                                            |
| Eye/Face Protection      | Eye protection                                                                                                                                |
| Skin and Body Protection | Wear protective gloves/clothing                                                                                                               |
| Respiratory Protection   | If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved organic vapour respiratory protection should be worn        |
| Hygiene Measures         | Handle in accordance with good industrial hygiene and safety practice                                                                         |

**9. PHYSICAL AND CHEMICAL PROPERTIES**

|                     |                   |                            |                |
|---------------------|-------------------|----------------------------|----------------|
| Appearance          | White             | Physical State             | Liquid         |
| Odor                | Mild              | pH                         | 4,0 - 5,0      |
| Flash Point         | Not applicable    | Autoignition Temperature   | Not applicable |
| Boiling Point/Range | 100 °C / 212 °F   | Melting Point/Range        | Not applicable |
| Freezing point      | N.A, 0 °C / 32 °F | Flammability Limits in Air | Not applicable |
| Explosion Limits    | Not applicable    |                            |                |
| Specific Gravity    | 1,08              | VOC Content                | <15 g / L      |
| Viscosity           | 6,000 - 7,000 cps |                            |                |

**10. STABILITY AND REACTIVITY**

|                                  |                                                             |
|----------------------------------|-------------------------------------------------------------|
| Stability                        | Stable under recommended storage conditions                 |
| Incompatible Products            | Strong oxidizing agents.                                    |
| Conditions to Avoid              | Do not freeze. Extremes of temperature and direct sunlight, |
| Hazardous Decomposition Products | Carbon oxides,                                              |
| Hazardous Reactions              | Hazardous polymerization does not occur                     |

**11. TOXICOLOGICAL INFORMATION**Chronic Toxicity

|                     |                                                                                          |
|---------------------|------------------------------------------------------------------------------------------|
| Product Information | Product does not present an acute toxicity hazard based on known or supplied information |
| Irritation          | Repeated or prolonged exposure may cause irritation of eyes and skin                     |

Chronic Toxicity

|                  |                                                                                                                          |
|------------------|--------------------------------------------------------------------------------------------------------------------------|
| Chronic Toxicity | Repeated or prolonged skin contact may cause skin irritation and/or dermatitis and sensitization of susceptible persons. |
|------------------|--------------------------------------------------------------------------------------------------------------------------|

Monoglass Bonding Adhesive, Part A

Revision Date 15-Jan-2016

Carcinogenicity

Contains no ingredient listed as a carcinogen

**12. ECOLOGICAL INFORMATION**Ecotoxicity

The environmental impact of this product has not been fully investigated

**13. DISPOSAL CONSIDERATIONS**

Waste Disposal Method

Dispose of contents/container in accordance with local regulation

**14. TRANSPORT INFORMATION**DOT

Not regulated

TDG

Not regulated

MEX

Not regulated

IATA

Not regulated

IMDG/IMO

Not regulated

**15. REGULATORY INFORMATION**International Inventories

TSCA

Complies

DSL

Complies

ENCS

Does not Comply

IECSC

Does not Comply

KECL

Does not Comply

PICCS

Does not Comply

AICS

Complies

U.S. Federal RegulationsSARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Acute Health Hazard

No

Chronic Health Hazard

No

Fire Hazard

No



## Monoglass Bonding Adhesive, Part A

Revision Date 15-Jan-2016

Sudden Release of Pressure Hazard  
Reactive Hazard

No  
No

**Clean Water Act**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

**Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)**

This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

**U.S. State Regulations****California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations****International Regulations****Canada**

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

**WHMIS Hazard Class**

Non-controlled

**16. OTHER INFORMATION**

Prepared By

Verified by Quality Control Department

Revision Date

15-Jan-2016

**Disclaimer**

The information provided on this SDS 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 guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as 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 material or in any process, unless specified in the text.

End of SDS



# Safety Data Sheet

| WHMIS                                                                             | PPE                                                                                                                                                                 | Transport Symbol |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|  |   |                  |

Revision Date 11-May-2016

Revision Number 1

## 1. PRODUCT AND COMPANY IDENTIFICATION

|                           |                                                                                              |
|---------------------------|----------------------------------------------------------------------------------------------|
| Product Name              | Monoglass Bonding Adhesive - Part B (small jug within Part A Pail)                           |
| Product Type              | Acid Catalyst.                                                                               |
| Manufactured by:          | Monoglass Incorporated<br>1200 West 73rd Avenue<br>Suite 922<br>Vancouver, BC Canada V6P 6G5 |
| Emergency Contact Number  | 1-604-261-7712 / 1-888-777-2966                                                              |
| Telephone for Information | 1-604-261-7712                                                                               |

## 2. HAZARDS IDENTIFICATION

|                                                                |                       |           |
|----------------------------------------------------------------|-----------------------|-----------|
| <b>Emergency Overview</b><br>May cause skin and eye irritation |                       |           |
| Appearance Translucent                                         | Physical State Liquid | Odor Mild |

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

### Potential Health Effects

#### Principle Routes of Exposure

Eye contact, Skin contact, Inhalation, Ingestion.

#### Acute Toxicity

##### Eyes

May cause slight irritation.

##### Skin

May cause irritation.

##### Inhalation

May cause irritation.

##### Ingestion

Ingestion may cause stomach discomfort.

#### Chronic Effects

#### Chronic Toxicity

Repeated or prolonged skin contact may cause skin irritation and/or dermatitis and sensitization of susceptible persons.

#### Aggravated Medical Conditions

None known

#### Environmental Hazard

See Section 12 for additional Ecological Information

Monoglass Adhesive Part B

Revision Date 11-May-2016

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

| Components         | CAS-No    | Weight % |
|--------------------|-----------|----------|
| Ammonium phosphate | 7722-76-1 | 20       |

**4. FIRST AID MEASURES**

|                    |                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Eye Contact        | Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately if irritation persists.                 |
| Skin Contact       | Wash skin with soap and water. Get medical attention if irritation develops and persists.                                                                          |
| Inhalation         | None under normal use. Move to fresh air.                                                                                                                          |
| Ingestion          | Do not induce vomiting. Clean mouth with water and afterwards drink plenty of water. Never give anything by mouth to an unconscious person. Get medical attention. |
| Notes to Physician | Treat symptomatically                                                                                                                                              |

**5. FIRE-FIGHTING MEASURES**

|                               |                                                                     |
|-------------------------------|---------------------------------------------------------------------|
| Flammable Properties          | Not flammable                                                       |
| Suitable Extinguishing Media  | Water spray. Dry chemical. Carbon dioxide (CO <sub>2</sub> ). Foam. |
| Hazardous Combustion Products | Carbon oxides                                                       |

**Protective Equipment and Precautions for Firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

|             |                        |                       |                    |                                          |
|-------------|------------------------|-----------------------|--------------------|------------------------------------------|
| <b>NFPA</b> | <b>Health Hazard 1</b> | <b>Flammability 0</b> | <b>Stability 0</b> | <b>Physical and Chemical Hazards N/A</b> |
|-------------|------------------------|-----------------------|--------------------|------------------------------------------|

**6. ACCIDENTAL RELEASE MEASURES**

|                         |                                                                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Precautions    | Wear protective gloves/clothing and eye/face protection                                                                                   |
| Methods for Containment | Absorb spill with inert material (e.g. dry sand or earth), then place in a chemical waste container. Dike to collect large liquid spills. |
| Methods for Cleaning Up | Pick up and transfer to properly labeled containers                                                                                       |

**7. HANDLING AND STORAGE**

|          |                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------|
| Handling | Handle in accordance with good industrial hygiene and safety practice                                                     |
| Storage  | Keep containers tightly closed in a cool, well-ventilated place. Keep from freezing. Keep cool and protect from sunlight. |

**8. EXPOSURE CONTROLS / PERSONAL PROTECTION****Exposure Guidelines**

This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

**Engineering Measures**

Showers  
Eyewash stations  
Ventilation systems

**Eye/Face Protection**

Eye protection

**Skin and Body Protection**

Wear protective gloves/clothing

**Respiratory Protection**

If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved organic vapour respiratory protection should be worn

**Hygiene Measures**

Handle in accordance with good industrial hygiene and safety practice

**9. PHYSICAL AND CHEMICAL PROPERTIES**

|                     |                   |                            |                |
|---------------------|-------------------|----------------------------|----------------|
| Appearance          | Translucent       | Physical State             | Liquid         |
| Odor                | Mild              | pH                         | 4.4 - 4.9      |
| Flash Point         | Not applicable    | Autoignition Temperature   | Not applicable |
| Boiling Point/Range | 100 °C / 212 °F   | Melting Point/Range        | Not applicable |
| Freezing point      | N.A. 0 °C / 32 °F | Flammability Limits in Air | Not applicable |
| Explosion Limits    | Not applicable    |                            |                |
| Specific Gravity    | 1.10              | VOC Content                | 0 g / L        |
| Viscosity           | (Water)           |                            |                |

**10. STABILITY AND REACTIVITY****Stability**

Stable under recommended storage conditions

**Incompatible Products**

Strong oxidizing agents. Alkaline. Metals. Acids. Strong bases. Sodium hypochlorite.

**Conditions to Avoid**

Do not freeze. Extremes of temperature and direct sunlight.

**Hazardous Decomposition Products**

Carbon oxides.

**Hazardous Reactions**

Hazardous polymerization does not occur

**11. TOXICOLOGICAL INFORMATION****Chronic Toxicity****Product Information**

Product does not present an acute toxicity hazard based on known or supplied information

**Irritation**

Repeated or prolonged exposure may cause irritation of eyes and skin

| Components         | LD50 Oral          | LD50 Dermal           | LC50 Inhalation |
|--------------------|--------------------|-----------------------|-----------------|
| Ammonium phosphate | 5750 mg/kg ( Rat ) | 7940 mg/kg ( Rabbit ) |                 |

**Chronic Toxicity**

Monoglass Bonding Adhesive Part B

Revision Date 11-May-2016

**Chronic Toxicity** Repeated or prolonged skin contact may cause skin irritation and/or dermatitis and sensitization of susceptible persons.

**Carcinogenicity** Contains no ingredient listed as a carcinogen

**12. ECOLOGICAL INFORMATION****Ecotoxicity**

The environmental impact of this product has not been fully investigated

**13. DISPOSAL CONSIDERATIONS**

**Waste Disposal Method** Dispose of contents/container in accordance with local regulation

**14. TRANSPORT INFORMATION**

**DOT** Not regulated

**TDG** Not regulated

**MEX** Not regulated

**IATA** Not regulated

**IMDG/IMO** Not regulated

**15. REGULATORY INFORMATION****International Inventories**

|       |                 |
|-------|-----------------|
| TSCA  | Complies        |
| DSL   | Complies        |
| ENCS  | Does not Comply |
| IECSC | Does not Comply |
| KECL  | Does not Comply |
| PICCS | Does not Comply |
| AICS  | Complies        |

**U.S. Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

| Components         | CAS-No    | Weight % | SARA 313 - Threshold Values % |
|--------------------|-----------|----------|-------------------------------|
| Ammonium phosphate | 7722-76-1 | 20       | 1.0                           |

G-2228 B

Revision Date 29-Jan-2015

**SARA 311/312 Hazard Categories**

|                                   |    |
|-----------------------------------|----|
| Acute Health Hazard               | No |
| Chronic Health Hazard             | No |
| Fire Hazard                       | No |
| Sudden Release of Pressure Hazard | No |
| Reactive Hazard                   | No |

**Clean Water Act**

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

**Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)**

This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990

**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

**U.S. State Regulations****California Proposition 65**

This product does not contain any Proposition 65 chemicals.

**U.S. State Right-to-Know Regulations****International Regulations****Canada**

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

**WHMIS Hazard Class**

Non-controlled

**16. OTHER INFORMATION****Prepared By**

Verified by Quality Control Department

**Revision Date**

11-May-2016

**Disclaimer**

The information provided on this SDS 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 guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as 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 material or in any process, unless specified in the text.

**End of SDS**



## MONOGLASS® TEST REPORT SUMMARY

### Monoglass® Test Data

Monoglass® has been tested to the following Test Standards applicable to spray applied thermal and/or acoustic insulation. Complete copies of test reports are available for your review on our website: [www.monoglass.com](http://www.monoglass.com) or simply call us to receive a copy by fax.

Please contact Monoglass® Incorporated if you have any questions regarding this information.

| PROPERTY                                                     | TEST                                 | REQUIREMENT   | RESULT                                         |
|--------------------------------------------------------------|--------------------------------------|---------------|------------------------------------------------|
| Thermal Characteristics                                      | ASTM C-518-76                        |               | R-4.00/inch                                    |
| Noise Reduction Coefficient                                  | ASTM C-423-77                        |               | 0.7" = .55 NRC                                 |
|                                                              | ISO 354                              |               | 1.4" = .80 NRC                                 |
|                                                              |                                      |               | 1" = .75 NRC                                   |
|                                                              |                                      |               | 2" = .95 NRC                                   |
| Sound Transmission                                           | ASTM E-90-85                         |               | STC 28: 37.5 mm Monoglass® on .5mm metal sheet |
| Field Sound Transmission Loss                                | Test No. 113-601                     |               | FSTC 55: 1" Monoglass® on concrete             |
| Air Erosion                                                  | ASTM E-859                           |               | No Weight Loss or damage                       |
| Light Reflectance                                            | GE reflectivity                      |               | 80-85%                                         |
| Vibration Resistance Type 1                                  | CGSB 51-GP-11M                       | Maximum 0.5%  | Passed: 0.02%                                  |
| Field Density                                                | ASTM D-1622-83                       |               | 3.0 lbs/ft³                                    |
|                                                              | CGSB-51-GP-36P                       |               | 2.6 lbs/ft³                                    |
| Bond Strength (Adhesion / Cohesion)                          | ASTM E736                            | Not less than | Passed:                                        |
|                                                              | CGSB 51-GP-36P                       | 1.7 kPa       | 4.062 kPa                                      |
| Moisture Absorption                                          | CGSB 51-GP-36P                       | Maximum 20%   | Passed: 4.9%                                   |
| Fungus & Bacterial Resistance                                | ASTM G-21-90                         |               | Zero Rating - No Growth                        |
| Non-Combustibility                                           | CAN 4-S114-78                        |               | Passed:                                        |
|                                                              | ISO 1182-90 / Part 1 of IMO FTP Code |               | Non-Combustible                                |
|                                                              | ASTM E-136-82                        |               |                                                |
| Fire Hazard Classification / Surface Burning Characteristics | ASTM E84-79                          |               | 0 Flame Spread                                 |
|                                                              | ULC S-102-M88                        |               | 0 Fuel Contribution                            |
|                                                              |                                      |               | 0 Smoke Developed                              |
| Fire Gas Toxicity                                            | Univ. of Pittsburgh Protocol         |               | Passed                                         |
|                                                              |                                      |               | Max CO₂: 3.5%                                  |
|                                                              |                                      |               | Max CO: 0.30%                                  |

**MONOGLASS® TEST REPORT SUMMARY****Acceptances**

- National Building Code Canada  
CCMC #10025-R
- New York State Building Standards  
MEA #333-88M
- State of California  
CA-T318(CN)
- GreenSpec  
Green Building Material - Approved

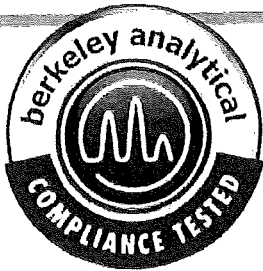
**Marine Approvals**

- International Marine Organization  
Non-Combustible Material as tested to  
ISO 1182-90 / Part 1 of IMO FTP Code
- Lloyd's Register EMEA Certificate of Fire  
Approval No. SAS F030479
- Canadian Coast Guard  
Board of Steamship Inspection  
Approved Material, Certificate No. F1-319
- China Register of Shipping  
321-97-22

**INTERNATIONAL STANDARDS**

|                                               |                         |                                        |
|-----------------------------------------------|-------------------------|----------------------------------------|
| British Standards                             | Surface Spread of Flame | BS-476 Part 4: Class 1                 |
| South African Bureau of Standards<br>(SABS)   | Thermal                 | Report 722/82316/KK41 : ISO 8301:1991  |
|                                               | Acoustic                | Report 717/85190/K30 : ISO 354:1985    |
|                                               | Non-Combustibility      | Report 0177 Part 3 & 5 : ISO 1182:1990 |
| International Standards Organization<br>(ISO) | Thermal                 | ISO 8301:1991 / ASTM C518 / SABS 722   |
|                                               | Acoustic                | ISO 354:1985 / ASTM C423 / SABS 717    |
|                                               | Non-Combustibility      | ISO 1182:1990 / CAN 4-S114 / SABS 0177 |





# COMPLIANCE TESTED by berkeley analytical

## VOC Emission Test Certificate

**Product Name:** Monoglass Spray-On Insulation

### Product Sample Information

Manufacturer: Monoglass Incorporated

Manf. Website: www.monoglass.com

CSI Category & No.: Thermal Insulation (07 21 00)

Date Produced: 6/24/2015

### Certificate Information

Certificate No: 150716-01

Certified By:

Alfred T. Hodgson, Research Director

Date: July 16, 2015

**Reference Standard:** California Department of Public Health CDPH/EHLB/Standard Method Version 1.1, 2010  
(Emission testing method for CA Specification 01350)

### Acceptance Criteria and Results Demonstrating Compliance of Product Sample to Referenced Standard:

| Exposure Scenario <sup>1</sup> | Individual VOCs of Concern <sup>2</sup> |            | Formaldehyde <sup>3</sup> |            | TVOC <sup>4</sup>       |
|--------------------------------|-----------------------------------------|------------|---------------------------|------------|-------------------------|
|                                | Criterion                               | Compliant? | Criterion                 | Compliant? | Range                   |
| School Classroom               | ≤½ Chronic REL                          | YES        | ≤9.0 µg/m <sup>3</sup>    | YES        | ≤ 0.5 mg/m <sup>3</sup> |
| Private Office                 | ≤½ Chronic REL                          | YES        | ≤9.0 µg/m <sup>3</sup>    | YES        | ≤ 0.5 mg/m <sup>3</sup> |

**Product Coverage<sup>5</sup>:** Not applicable

1. Exposure scenarios & product quantities for classroom & office are defined in Tables 4-2 – 4-5 (CDPH Std. Mtd. V1.1-2010)
2. Maximum allowable concentrations of individual target VOCs are specified in Table 4-1 (*ibid.*)
3. Maximum allowable formaldehyde concentration is ≤9 µg/m<sup>3</sup>, effective Jan 1, 2012; previous limit was ≤16.5 µg/m<sup>3</sup> (*ibid.*)
4. Informative only; predicted TVOC Range in three categories, i.e., ≤0.5 mg/m<sup>3</sup>, >0.5 – 4.9 mg/m<sup>3</sup>, and ≥5.0 mg/m<sup>3</sup>
5. Informative and applicable only to tests of wet-applied products; grams of sample applied per square meter of substrate

### Standards & Codes Recognizing CDPH Standard Method V1.1 (partial list)

- CALGreen, CA Code of Regulations Title 24, Part II, 2012
- USGBC LEED for Schools, 2009
- USGBC LEED Version 4, BD&C, ID&C, 2013
- Collaborative for High Performance Schools (CHPS), National Core Criteria, 2013
- ANSI/GBI 01-2010, Green Building Assessment Protocol

**Narrative:** Monoglass Incorporated selected a sample representative of its Monoglass Spray-On Insulation product and submitted it on 6/26/2015 for testing. Berkeley Analytical measured and evaluated the emissions of VOCs from this sample following CDPH/EHLB/Standard Method V1.1-2010. The results of the test are presented in Berkeley Analytical report, 717-002-01A-Jul1615.

Berkeley Analytical is an independent, third-party laboratory specializing in the analysis of organic chemicals emitted by and contained in building products, finishes, furniture, and consumer products. We are an ISO/IEC 17025 accredited laboratory (IAS, TL-383); all standards used in performing this test are in Berkeley Analytical's scope of accreditation.

**DISCLAIMER:** THIS CERTIFICATE OF COMPLIANCE AFFIRMS THAT: 1) A SAMPLE OF THE LISTED PRODUCT WAS TESTED ACCORDING TO THE REFERENCED STANDARD; 2) THE MEASURED VOC EMISSIONS FROM THE SAMPLE WERE EVALUATED FOR THE DEFINED EXPOSURE SCENARIO(S); AND 3) THE RESULTS MEET THE ACCEPTANCE CRITERIA OF THE REFERENCED STANDARD(S). BERKELEY ANALYTICAL IS NOT RESPONSIBLE FOR ANY CLAIMS REGARDING A PRODUCT OR PRODUCTS ENTERED INTO COMMERCE THAT MAY BE BASED ON THIS TEST. BERKELEY ANALYTICAL PROVIDES THIS CERTIFICATE OF COMPLIANCE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

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FC17B.1



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bobby Rivers, being duly sworn deposed, says that he/she  
(Print Full Name)

is Director of Proposals. 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.

Bobby Rivers  
SIGNATURE OF PERSON SUBMITTING BID

Amy Krebsbach  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 22 day of October, 2019 in and  
for Cobb County.

My commission expires:

5/1/2021





## 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 Delaware for whom Bobby Rivers, bearing the office title of Director of Proposals, whose signature is affixed to this proposal, is duly authorized to execute contracts.

*Bobby Rivers*

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|



Meggitt Training Systems, Inc.

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

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

| Vendor                      |                                |
|-----------------------------|--------------------------------|
| Legal Name                  | Meggitt Training Systems, Inc. |
| Street Address              | 296 Brogdon Road               |
| City                        | Suwanee                        |
| State, Zip                  | GA                             |
| Corporate I.D. Number/State | 2658902                        |
| Taxpayer I.D. #             | 58-2272995                     |

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:

*Bobby Rivers*

Printed Name of Vendor's Authorized Agent:

Bobby Rivers, Director of Proposals

Witness Signature:

*Angela Kronenberg*

Printed Name of Witness:

Angela Kronenberg, Sr. Proposal Manager

G:\ BidLanguage\_IranLinkedBusiness



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

☒ I am able to certify to the above statements.

Meggitt Training Systems, Inc.

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

Bobby Rivers, Director of Proposals

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

*Bobby Rivers*

**Signature of authorized representative**

**Date** October 22, 2019

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





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: November 5, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
MaryBeth Murz, Purchasing Manager  
Lisa Burnham, Accounting Manager  
Frank Nastasi, Police Chief  
Jason Clark, Police Sergeant

Subject: Standard Purchasing Resolution 2: Low bidder meeting Specifications– Gun Range Bullet Trap Upgrade – Police Department

### History

The Police Department is required by the Michigan Commission on Law Enforcement Standards (MCOLES) to conduct a firearms qualification course for each sworn officer annually. The Police Department conducts training all year round on firearms and less lethal use of force training at the indoor firearms range located within the municipal building. Additionally, the City has a contract with another police agency who rents the Troy firearms range for their training and qualification requirements.

The Troy PD indoor firearms range was originally installed in 1979. The City made plans to upgrade the range during two separate phases. Phase I of the police gun range upgrade project was completed in 2018. Meggitt PLC upgraded the range target system by installing new shooting booths, target carriers, and software. In January of 2019, Sonex Acoustical panels were installed along the firing line safety ceiling to provide additional sound reduction.

During Phase II of this project, an upgrade of the current bullet trap is being requested. Currently, there is a steel accelerator bullet trap that was installed by Detroit Armor in 1979. There are significant sound and air concerns with the current steel trap, along with the fact that the steel impact plates have warped over time.

Installing a new rubber bullet trap would greatly reduce sound and reverberation. Our current steel trap uses an impact and redirect method which is louder and causes more dust. A rubber trap uses a tumble and friction method that stops the bullet by displacing the energy evenly through granular rubber. A rubber trap would also allow different weapons (patrol rifles) to be used on the gun range which are currently prohibited because of the current system.

Along with the bullet trap replacement, the Second Phase of this project will include a spray-on cellulose acoustical treatment along the entire ceiling of the gun range. These upgrades will provide a cleaner training environment for officers and greatly reduce gunfire sound that is heard throughout City Hall offices located above the range.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing**

On October 24, 2019, a bid opening was conducted as required by City Charter and Code for the Gun Range Bullet Trap Upgrade. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). Six Hundred and fifty seven (657) vendors were notified via the MITN website. Two (2) bid responses were received. Below is a detailed summary of potential vendors:

|                                            |            |
|--------------------------------------------|------------|
| <b>Companies notified via MITN</b>         | <b>657</b> |
| Troy Companies notified via MITN           | 31         |
| Troy Companies - Active email Notification | 28         |
| Troy Companies - Active Free               | 3          |
| <b>Companies that viewed the bid</b>       | <b>38</b>  |
| Troy Companies that viewed the bid         | 1          |

**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.

*Meggitt Training Systems, Inc., of Suwanee, GA* was the low bidder meeting all bid specifications.

### **Financial**

Funds are available in the Forfeiture Account# 401.301.10.305.7975.185.

### **Recommendation**

City Management recommends awarding a contract to furnish all equipment, material, and labor to upgrade the Gun Range Bullet Trap to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$165,282.00.



|               |                                |                     |
|---------------|--------------------------------|---------------------|
| VENDOR NAME:  | Meggitt Training Systems, Inc. | Action Target, Inc. |
| CITY:         | Suwanee, GA                    | Provo, UT           |
| CHECK NO.     | 1019406772                     | 8370962             |
| CHECK AMOUNT: | \$5,000.00                     | \$5,000.00          |

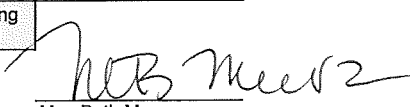
**BID PROPOSAL: Provide all labor, materials, related equipment, tools and supervision necessary for the complete construction of the Bullet Trap Upgrade at the City of Troy Gun Range.**

| PROPOSAL A:                   |                                                                                                                                                                  |     |             |                     |                     |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|---------------------|---------------------|
| Part Number                   | Description                                                                                                                                                      | Qty | Unit        | Total               | Total               |
| LE7500-OT                     | GranTrap - 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. No Rear access doors; as specified or approved equivalent. | 25  | Linear Feet | \$28,381.37         |                     |
| LE7500 TRSP-R                 | GranTrap 1/4" AR500 Sidewall plates. Set of 5 x 2 sidewalls; as specified or approved equivalent.                                                                | 1   | Set         | \$6,272.32          |                     |
| JR5C                          | Redirective Guard - Rifle, 1/4" AR500 (4 Rows at 20 Degrees); shall be suspended from Unistrut; as specified or approved equivalent.                             | 400 | Square Feet | \$29,538.22         |                     |
| SRP 2"                        | Shredded Rubber Plank, 2" x 24" x 24", black; as specified or approved equivalent.                                                                               | 112 | Square Feet | \$1,810.19          |                     |
| DEMO                          | Demo & Clean-up of Bullet Trap and Ballistic Baffles and tiles. Shall be required to provide MTSI with Federal EPA Identification/USEPA Number upon award.       | 1   | Lot         | \$13,111.11         |                     |
| SPPT-Full                     | Complete Unload, Installation and Training                                                                                                                       | 1   | Lot         | \$70,668.79         |                     |
| <b>TOTAL COST PROPOSAL A:</b> |                                                                                                                                                                  |     |             | <b>\$149,782.00</b> | <b>\$180,965.00</b> |

| PROPOSAL B:                              |                                                                                                          |     |      |                     |                     |
|------------------------------------------|----------------------------------------------------------------------------------------------------------|-----|------|---------------------|---------------------|
| Part Number                              | Description                                                                                              | Qty | Unit | Total               | Total               |
| ACOUSTIC                                 | Apply approximate 2" spray-on cellulose acoustical treatment to underside of the Gun Range ceiling deck. | 1   | Lot  | 15,500.00           |                     |
| <b>TOTAL COST PROPOSAL B:</b>            |                                                                                                          |     |      | <b>15,500.00</b>    | <b>\$23,625.00</b>  |
| <b>TOTAL COST FOR PROPOSAL A &amp; B</b> |                                                                                                          |     |      | <b>\$165,282.00</b> | <b>\$204,590.00</b> |

|                           |                   |                                   |                    |
|---------------------------|-------------------|-----------------------------------|--------------------|
| ATTENDED PRE-BID MEETING: | Y/N               | Y                                 | Y                  |
| WARRANTY:                 | Y/N               | Y                                 | Y                  |
| COMPLETION DATE:          |                   | Y                                 | Y                  |
| CONTACT INFORMATION:      | Hrs. of Operation | 830AM-530PM                       | 8AM-5PM            |
|                           | 24 Hr. Phone #    | 800-344-6771                      | 877-852-2481       |
| PROGRESS PAYMENTS:        |                   | N/A                               | Schedule of Values |
| REFERENCES:               | Y/N               | Y                                 | Y                  |
| INSURANCE:                | Y/N               | Y                                 | Y                  |
| PAYMENT TERMS:            |                   | Net 30                            | Schedule of Values |
| EXCEPTIONS:               | Y/N               | Y                                 | Y                  |
| ACKNOWLEDGEMENT:          | Y/N               | Y                                 | Y                  |
| CONTRACT FORMS:           | Y/N               | Y                                 | Y                  |
|                           |                   | Low Bidder Meeting Specifications |                    |

**ATTEST:**  
\_\_\_\_\_  
Jason Clark  
\_\_\_\_\_  
Dennis Trantham  
\_\_\_\_\_  
Jackie Ahlstrom  
\_\_\_\_\_  
Kristine Kallek

  
MaryBeth Murz,  
Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Low Bidder Meeting Specifications –  
Gun Range Bullet Trap Upgrade – Police Department**

RESOLVED, That Troy City Council hereby AWARDS a contract to furnish all equipment, material, and labor to upgrade the Gun Range Bullet Trap to the low bidder meeting specifications; *Meggitt Training Systems, Inc. of Suwanee, GA* for an estimated total cost of \$165,282.00, at unit pricing as contained in the bid tabulation opened October 24, 2019, a copy of which shall be ATTACHED to the original Minutes of this meeting.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2019

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).

|                                                                                                                                                                                                                        |                                                                                                                                                                                               |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Marsh Risk & Insurance Services<br>CA License #0437153<br>633 W. Fifth Street, Suite 1200<br>Los Angeles, CA 90071<br>Attn: Anna Martinez - Ph: (213) 346-5653<br>CN102803611-MUSA-GAW-18-19 MTrain | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL:<br>ADDRESS:                                                                                                                       |  |
|                                                                                                                                                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : ACE American Insurance Company<br>INSURER B : Hartford Fire Insurance Company<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |
| <b>INSURED</b><br>Meggit Training Systems, Inc.<br>296 Brogdon Road<br>Suwanee, GA 30024                                                                                                                               | <b>NAIC #</b><br>22667<br>19682                                                                                                                                                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** LOS-002371235-06 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                     | ADDL INSD                                    | SUBR WVD | POLICY NUMBER                                 | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-----------------------------------------------|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | OGLG25702578                                  | 12/31/2018               | 12/31/2019               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                 |                                              |          | 72ABS23902<br>\$1,000/\$1,000 Comp & Coll Ded | 12/31/2018               | 12/31/2019               | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                                      |                                              |          |                                               |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                       |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | Y/N<br><input checked="" type="checkbox"/> N | N/A      | 72WNS23900 (AOS)<br>72WBRS23901 (WI)          | 12/31/2018<br>12/31/2018 | 12/31/2019<br>12/31/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.I. EACH ACCIDENT \$ 1,000,000<br>E.I. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.I. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are included as Additional Insured (except for workers compensation) where required by written contract between the Insured and the Certificate Holder and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy.

## CERTIFICATE HOLDER

City of Troy  
500 West Big Beaver  
Troy, MI 48064

## CANCELLATION

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  
of Marsh Risk & Insurance Services  
Laurel Ulrich

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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 shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                                                                                                          | Location And Description Of Completed Operations |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| ANY OWNER, LESSEE OR<br>CONTRACTOR WHOM YOU HAVE<br>AGREED TO INCLUDE AS AN<br>ADDITIONAL INSURED UNDER A<br>WRITTEN CONTRACT, PROVIDED<br>SUCH CONTRACT WAS EXECUTED<br>PRIOR TO THE DATE OF LOSS. |                                                  |
|                                                                                                                                                                                                     |                                                  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                                              |                                                  |

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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