

INTRODUCED BY: COUNCIL MEMBER(s) Kasten

1 **AN ORDINANCE RENEWING THE BID AWARDS FOR CERTAIN**
2 **PRODUCTS AND SERVICES FOR JANITORIAL SUPPLIES 2016,**
3 **DEPARTMENT OF PUBLIC WORKS.**

4 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") recommends
5 the renewal of the following bid awards at the same terms and conditions as previously bid,
6 as authorized by the original Invitation for Bid awarded by the County, for an additional
7 one-year term:

8 **BID NAME**

9 Janitorial Supplies 2016

10 **AWARDED BIDDERS**

11 HP Products Corporation (A1)

12 All-Type Vacuum (A2)

13 Industrial Soap Company (A3)

14 **ORDINANCE NUMBER**

15 15-0575

16 **WHEREAS**, the Department of Public Works of Jefferson County, Missouri,
17 Council finds it is in the best interest of the County to renew the bid award for Janitorial
18 Supplies 2016 for the term of 01-01-17 through 12-31-17 with HP Products Corporation,
19 All-Type Vacuum and Industrial Soap Company and for the proposed increase for specific

FILED

NOV 18 2016

1 products with approval of the County Council and County Executive up to the amount of
2 **\$75,000.00** subject to budgetary limitations.

3 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
4 **AS FOLLOWS:**

5 Section 1. The County authorizes the renewal of the bid awards for an
6 additional one-year term as follows:

7 BID NAME
8 Janitorial Supplies 2016

9 TERM
10 01-01-17 through 12-31-17

11 Upon approval of the County Council and County Executive

12 AMOUNT
13 Up to **\$75,000.00**
14 subject to budgetary limitations

15 AWARDED BIDDER
16 HP Products Corporation (A1)
17 All-Type Vacuum (A2)
18 Industrial Soap Company (A3)

19 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
20 County Executive to execute a renewal agreement, incorporated herein by reference and
21 attached as Exhibit A1 through A3. The County Executive is further authorized to take
22 any and all actions necessary to carry out the intent of this Ordinance.

1 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
2 thereto, and any contracts or agreements shall be maintained by the Department of the
3 County Clerk consistent with the rules and procedures for the maintenance and retention
4 of records as promulgated by the Secretary of State.

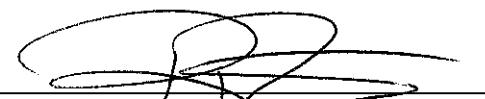
5 Section 4. This Ordinance shall be in full force and effect from and after its
6 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
7 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 14th DAY OF November, 2016:

✓ PASSED FAILED



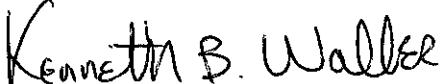
Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

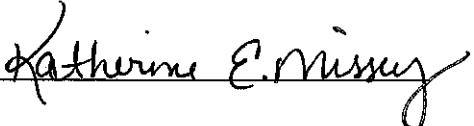
THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 16TH DAY OF NOVEMBER, 2016.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2016.


Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:


Wes Wagner
Wes Wagner, County Clerk

BY: 

Reading Date: 11-14-2016



County of Jefferson

State of Missouri

Administration Center
729 Maple Street • PO Box 100
Hillsboro, Missouri 63050

EXHIBIT

A1

Ken Waller
County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcomo.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

HP PRODUCTS
4220 SAGUARO TRAIL
INDIANAPOLIS IN 46268

RECEIVED

OCT 1 2016

9/27/2016

Attn: EMILY MOSCHENROSS

Your company was awarded a bid for "JANITORIAL SUPPLIES 2016" for the County of Jefferson, Missouri in November 2015. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from January 1, 2017 through December 31, 2017.

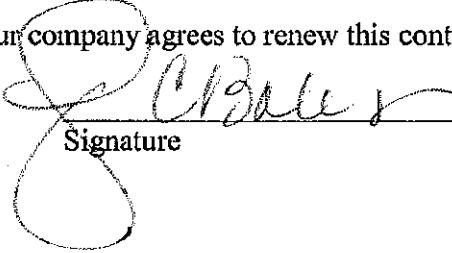
PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter
- 2) Updated insurance certificates
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Emily C. Boles

Printed Name of Authorizing Agent


Signature

10.10.16

Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,



Vickie S. Pratt

Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this
10th day of October 2016:

HP Products, A Ferguson Enterprise
Company Name



Signature
Emily C. Boles
Print

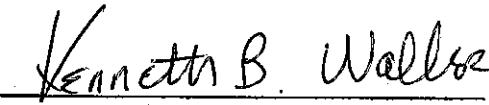
Company Address:

4220 Saguaro Trail

Indianapolis, IN 46268

Phone: (800) 457-0916

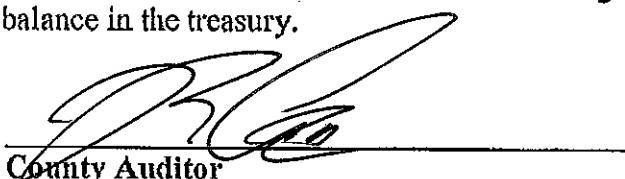
County of Jefferson, State of Missouri



Kenneth B. Waller

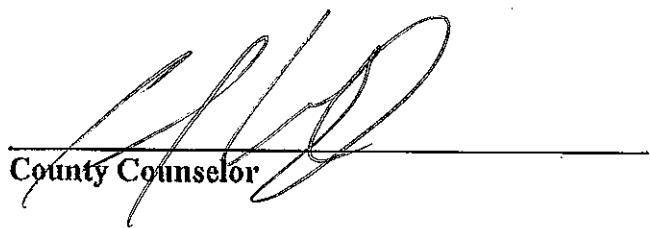
Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



County Auditor

APPROVED AS TO FORM



County Counselor



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
07/29/2016

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

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

PRODUCER		CONTACT NAME: PHONE (A/C. NO. EXT): 610-964-8700 FAX (A/C. NO.): 610-254-5600 E-MAIL ADDRESS: certificates@willis.com	
Willis of Pennsylvania 100 Matsonford Road Building Five, Suite 200 Radnor, PA 19087-4582		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER: National Union Fire Ins. Co. of Pittsburgh 19445-002	
INSURED		INSURER: National Union Fire Ins. Co. of Pittsburgh 19445-000	
Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602		INSURER: National Union Fire Ins. Co. of Pittsburgh 19445-001	
		INSURER: New Hampshire Insurance Company 23841-001	
		INSURER:	
		INSURER:	

COVERAGES		CERTIFICATE NUMBER: 24603204		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 Y/N	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL3796703	8/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY			AOS CA2935913	8/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000
B	ANY AUTO			MA CA2935914	8/1/2016	5/1/2017	BODILY INJURY (Per person) \$
C	ALLOWED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS	VA CA2935915	8/1/2016	5/1/2017	BOILY INJURY (Per accident) \$
	Hired Autos	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Self-Insured		<input checked="" type="checkbox"/> Physical Damage				\$
	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DED	<input checked="" type="checkbox"/>	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N	N/A	WC023102369	8/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

CANCELLATION

Jefferson County Department of Administrative Services 729 Maple St. P.O. Box 100 Hillsboro, MO 63050		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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY		NAMED INSURED	
Willis of Pennsylvania		Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER			
See First Page			
CARRIER	NAIC CODE		
See First Page		EFFECTIVE DATE: See First Page	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation - ME
Policy No. WC023102366
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - CA
Policy No. WC023102365
Carrier: American Home Assurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
Policy No. WC023102364
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - WI
Policy No. WC023102367
Carrier: Illinois National Insurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA
Policy No. WC023102368
Carrier: Ins. Co. of the State of PA
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - AK, AZ, VA
Policy No. WC02310372
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000
EL Disease - Policy Limit \$2,000,000

Workers' Compensation - NJ & PA
Policy No. WC02310371
Carrier: New Hampshire Insurance Company
Policy Period: 08/01/2016 - 05/01/2017
Statutory
Limits:
EL Each Accident \$2,000,000
EL Disease - Each Employee \$2,000,000



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY		NAMED INSURED	
Willis of Pennsylvania		Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER			
See First Page			
CARRIER		NAIC CODE	
See First Page		EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

EL Disease - Policy Limit \$2,000,000

Workers' Compensation - IL, KY, NC, NH, UT & VT

Policy No. WC02310370

Carrier: New Hampshire Insurance Company

Policy Period: 08/01/2016 - 05/01/2017

Statutory

Limits:

EL Each Accident \$2,000,000

EL Disease - Each Employee \$2,000,000

EL Disease - Policy Limit \$2,000,000

Re: For Bid due on 9/15/2015.

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply	Energy & Process Corporation
Air Cold Supply/Webb Distributors	Equarius, Inc. dba Equarius Waterworks,
Alamo Pipe & Supply	Meter & Automation Group
Alaska Pipe & Supply	Factory Direct Appliance
Andrews Lighting Gallery, Inc. (dba Andrews Lighting & Hardware Gallery)	Ferguson Bath Kitchen and Lighting Gallery
Arkansas Supply, Inc.	Ferguson Enterprises IV, Inc.
Ar-Jay Building Products, Inc. (dba The Ar-Jay Center)	Ferguson Enterprises of Montana, Inc.
Atlantic American Fire Equipment Company	Ferguson Enterprises of Virginia, Inc.
Arkansas Supply	Ferguson Enterprises V, Inc.
The Bath + Beyond	Ferguson Enterprises, Inc.
Bruce-Rogers Company	Ferguson Enterprises, Inc. dba WPCC
Build.com, Inc.	Forwarding
Builders Appliance Center, LLC	Ferguson Enterprises, Inc. A Corp of Virginia
CAL-STEAM, a Wolseley Company	Ferguson Enterprises NY - Metro, Inc.
Camellia Valley Supply	Ferguson Fire & Fabrication, Inc.
Castle Supply Company, Inc.	Ferguson Fire & Fabrication, Inc. (fka Action Fire Fab & Supply, Inc.)
CastleNorth	Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Central Pipe & Supply	Ferguson Full Service Supply
CFP	Ferguson Heating & Cooling
Chadwick	Ferguson Holdings, Inc.
City Lights Design Showroom	Ferguson Hospitality Sales
Clayton Group, Inc.	Ferguson Industrial Plastics and Pump Division
Clayton International, LLC	Ferguson Integrated Systems Division, Inc.
Cline Contract Sales	Ferguson Intermountain Piping
Colgan Cabinets	Ferguson International
Colgan Distributors	Ferguson Process Services
Crow Company	Ferguson Valve & Automation
D & C Plumbing & Heating Supply	Ferguson Waterworks
Davis & Warshaw, Inc.	Ferguson Waterworks - Midwest Pipe
Davidson Electric Wholesale Supply	Ferguson Waterworks - Municipal Pipe
The Davidson Corporation, a Delaware Corporation	Ferguson Waterworks - Red Hed
The Davidson Group Companies, Inc	Ferguson Waterworks EPPCO
Davidson Group Leasing	Ferguson Waterworks International
Davidson Pipe Company Inc., a New York Corporation	Frischkorn, Inc.
Davidson Pipe Supply Company, Inc.	Galleria Bath & Kitchen Showplace
Davies Water	Gilmour Supply Company, Inc.
Dealernet, LLC dba Dealernet	Global HVAC Distributors, Inc.
Decorative Product Source, Inc.	Ferguson Enterprises, Inc. dba Groeniger & Company
E & J Plumbing & Heating Supply Co.	Gulf Refrigeration Supply
Economy Plumbing and Heating Supply Co.	High Country Plumbing Supply
Endries International, Inc.	Home Equipment Company, Inc.

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

HP Products Corporation
HP Logistics, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co., Inc.
Kandall Fabricating
Karl's Appliances, A Ferguson Enterprise
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Living Direct, Inc.
Louisiana Utilities Supply Company
Louisiana Chemical Pipe, Valve & Fitting,
 Inc. dba Wolseley Industrial Group
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
McFarland Supply Co., Inc.
Michigan Pipe & Valve-Flint, Inc.
Michigan Pipe & Valve-Lansing, Inc.
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
PCS Industries d/b/a HP Products Corp.
Pipe Products
Plumbing Décor
Plumb Source
Powell Pipe & Supply Company
Power Equipment Direct Inc.
R Supply Company
Record Supply Company
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
RenWes Sales
S.G. Supply Company
S.G. Supply Company dba SG Supply Co.,
 a Ferguson Enterprise
Sierra Craft, Inc.
Ship-Pac, Inc. d/b/a HP Products Corp.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Stock Loan Services LLC
Summer & Dunbar
Supply North Central Group
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding

HP PRODUCTS CORPORATION
EXCELLENCE IN DISTRIBUTION

P.O. BOX 68310
4220 SAGUARO TRAIL • INDIANAPOLIS, INDIANA 46268-4819
TELEPHONE (317) 298-9950 • FACSIMILE (317) 293-0459
www.hipproducts.com

September 9, 2015

Vickie Pratt
Department of Administrative Services
729 Maple St./P.O. Box 100
Hillsboro, MO 63050

Vickie,

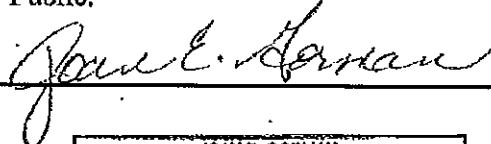
HP Products does not own any real estate or personal property with Jefferson County.

Before me, a Notary Public in and for said County and State personally appeared, Emily Moschenross, who acknowledge the truth of the statements in the foregoing affidavit on this 26th day of August, 2015.

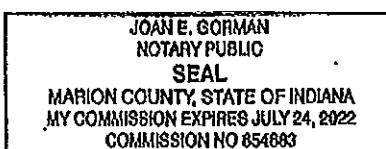
County of Residence: Marion County

Commission Expires: July 24, 2022

Signature of Notary Public:



Joan E. Gorman



RECEIVED

OCT 11 2016



County of Jefferson

State of Missouri

Administration Center
729 Maple Street • PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

EXHIBIT

A 2

FENCA 800-631-6969

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffccomo.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

ALL-TYPE VACUUM
10678 TRENTON AVE
ST LOUIS MO 63132

9/27/2016

Attn: BRETT MARSHALL

Your company was awarded a bid for **“JANITORIAL SUPPLIES 2016”** for the County of Jefferson, Missouri in **November 2015**. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from **January 1, 2017 through December 31, 2017**.

PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter
- 2) Updated insurance certificates
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County.
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page.

Please sign and return as soon as possible if your company agrees to renew this contract.

Brett Marshall
Printed Name of Authorizing Agent

Signature

Sept. 29, 2016
Date

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

Vickie S. Pratt
Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as _____ of this
day of _____ 2016:

All-Type Vacuum & Janitorial

Company Name

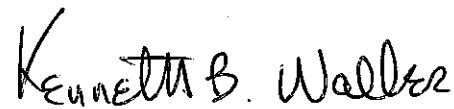


Signature

Brett Marshall

Print

County of Jefferson, State of Missouri



Kenneth B. Waller County Executive

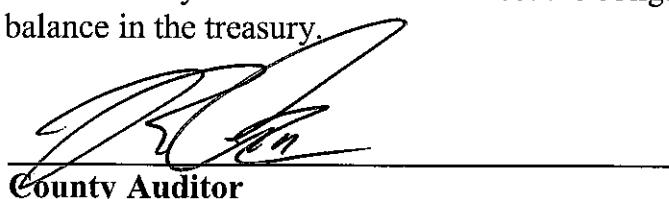
Company Address: _____

10678 Trenton Ave

St. Louis, MO 63132

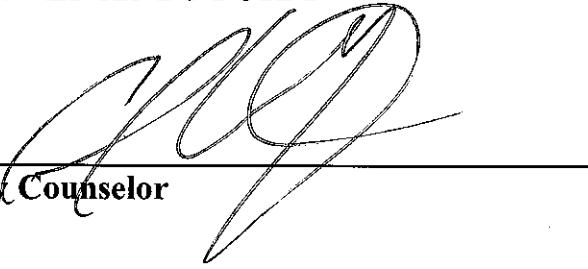
Phone: (314) 527-0634

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

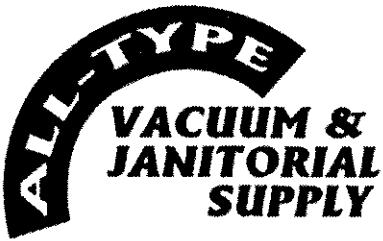


County Auditor

APPROVED AS TO FORM



County Counselor



November 14, 2016

Ms. Vickie Pratt
County of Jefferson
729 Maple Street
Hillsboro, MO 63050

Dear Ms. Pratt:

Based on the renewal letter dated September 27, 2016, we are supplying a letter from the manufacturer stating a price increase of 4% - 8% effective November 1, 2016. We will lock in pricing on the toilet paper (BWK6145) of \$25.89 through the end of the 2016 year. As of January 1, 2017, pricing for this item will increase to \$27.96.

Please contact me as soon as possible after reviewing this information to discuss any questions you may have before it goes to the board.

Sincerely,

ALL-TYPEVACUUM & JANITORIAL SUPPLY

Brett Marshall

Brett Marshall
President

10678 Trenton Ave., St. Louis, MO 63132 (314) 427-0634
6203 Mid Rivers Mall Dr., St. Charles, MO 63304 (636) 928-9474



November 2016 Price Change Notification

Below is an overview of price changes effective November 1, 2016 unless otherwise stated.

Announced Vendor Price Changes

Vendor/Brand	Prefix	Effective Date	Increase*	Comments
Compass Minerals	NAS	11/1/16	4 - 5%	In-season pricing begins
Fabri Kal	FAB	11/1/16	8%	Polypropylene increase (certain facilities were missed for 4/1)
Georgia Pacific	GPC	11/1/16	0 - 6%	
Boardwalk	BWK	11/1/16	-4 - 8%	Select Item / Facility Records for Towel and Tissue
GEN	GEN	11/1/16	-4 - 8%	Select Item / Facility Records for Towel and Tissue
Winsoft	WIN	11/1/16	-4 - 8%	Select Item / Facility Records for Towel and Tissue

*Stated increases are averages.

Vendors with Select Item / Facility Price Corrections

Price corrections may be due to the reactivation of items at a facility, vendor corrections, or other adjustments. Corrections tend to be limited in scope in both the number of items and the number of facilities impacted. We recommend that you review item specific pricing for your account for the vendors listed below.

Vendor/Brand	Prefix	Effective Date	Increase*	Comments
Dart Container	DCC, LG1, SCC	11/1/16	Varies	
Kimberly Clark	KCC	11/1/16	Varies	
Pactiv	ITR, PCT, RFP	11/1/16	Varies	
AJM Packaging	AJM, BAG	11/1/16	Varies	

*Stated increases are averages.

This communication serves as a general notice of anticipated changes to current pricing and provides an average cost change which Essendant was notified of by October 15th.

Please note, these notifications cover most vendors and products within our nationally stocked Facility Essentials portfolio. Business Essentials products, any miscellaneous item facility cost records adjustments by various vendors, or products that are only available in select branches, may not be included.

To receive item-specific pricing for your account, please contact your Essendant sales representative or Customer Care.



ALLTYPE-02

KGIBBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2016

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

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

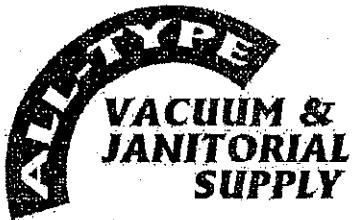
PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext): (314) 241-8700	FAX (A/C, No): (314) 444-4970
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Indemnity of America		NAIC # 25666
INSURER B : Phoenix Insurance		25623
INSURER C : Travelers Indemnity Co.		25658
INSURER D : Travelers Indemnity Co of CT		25682
INSURER E :		
INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) 03/15/2016	POLICY EXP (MM/DD/YYYY) 03/15/2017	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			680812H00541642			EACH OCCURRENCE \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000		
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA846H346816			MED EXP (Any one person) \$ 5,000		
	PERSONAL & ADV INJURY \$ 1,000,000								
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP812H01221642			GENERAL AGGREGATE \$ 2,000,000		
	PRODUCTS - COMP/OP AGG \$ 2,000,000								
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	IEUB846H415216			AGGREGATE \$ 2,000,000		
	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000								

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

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	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 <i>Joel KAT</i>

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October 26, 2015

Ms. Sarah Hammond
County of Jefferson
P.O. Box 100
Hillsboro, MO 63050

Re: Janitorial Supplies 2016

Dear Ms. Hammond:

All-Type Vacuum & Janitorial Supply does not own any real estate or personal property in Jefferson County.

Sincerely,

ALL-TYPE VACUUM & JANITORIAL SUPPLY

A handwritten signature in black ink, appearing to read 'Brett Marshall'.

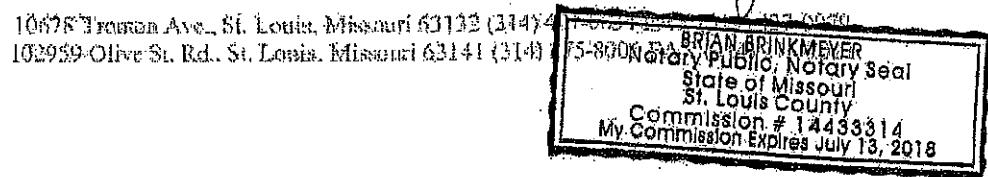
Brett Marshall
President

A handwritten signature in black ink, appearing to read 'Mitch Kemner'.

Mitch Kemner
Machine Specialist

Signed before me, Brian Brinkmeyer, this
26th Day of October 2015.

A handwritten signature in black ink, appearing to read 'Brian Brinkmeyer'.





County of Jefferson

State of Missouri

Administration Center
729 Maple Street • PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

EXHIBIT

PENGAD 800-637-3663

A3

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcomo.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

INDUSTRIAL SOAP COMPANY
722 S VANDEVENTER AVE
ST LOUIS MO 63110

9/27/2016

Attn: MARK SHAPIRO

Your company was awarded a bid for "JANITORIAL SUPPLIES 2016" for the County of Jefferson, Missouri in November 2015. The Invitation for Bid allows the County to renew your bid award for an additional one-year term with consent of the awarded bidder.

The County of Jefferson, Missouri may desire to renew this bid award for an additional one year with the same terms and conditions subject to approval by the County Council and County Executive. The new award dates shall be from January 1, 2017 through December 31, 2017.

PLEASE INCLUDE THE FOLLOWING ITEMS:

- 1) This executed renewal letter ✓
- 2) Updated insurance certificates ✓
- 3) Current paid tax receipts for any real or personal property owned in Jefferson County
OR a notarized letter on company letterhead stating that your company does not own any real or personal property in Jefferson County. ✓
- 4) Company Name, Signature, Print, Company Address and Phone completed on next page. ✓

Please sign and return as soon as possible if your company agrees to renew this contract.

Ron Morrison**

Printed Name of Authorizing Agent

Signature

**

October 26, 2016
Date

**Please see attached amendment to renewal, sign and return

If your company does not wish to renew this agreement, please advise as soon as possible. Any questions please contact me at (636) 797-5380.

Respectfully,

Vickie S. Pratt
Department of Administrative Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this
26th day of October 2016:

Industrial Soap Company
Company Name

Signature
Ron Morrison

Print

Company Address:

722 S. Vandeventer Ave.

St. Louis, MO 63110

Phone: 314-241-6363

County of Jefferson, State of Missouri

Kenneth B. Waller
Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



industrial soap company

722 S. Vandeventer Ave. • St. Louis, MO 63110
(314) 241-6363 • Fax (314) 533-5556

THE TOTAL SOURCE (since 1933)

www.industrialsoap.com

OVER 75 YEARS OF SERVICE EXCELLENCE

County of Jefferson
State of Missouri
729 Maple Street, PO Box 100
Hillsboro, MO 63050

October 26, 2016

Attn: Vickie S. Pratt

RE: Amendment to Janitorial Supplies 2016 bid renewal

Thank you for opportunity to renew the "Janitorial Supplies 2016" contract. Due to increases within the industry, we need to increase the cost to several items, for the renewal period of January 1, 2017 through December 31, 2017, as shown below:

Line Item	Description	UOM	Current Price	New Price
4	Kitchen Towels	CS	\$17.50	\$18.05
8	Single Fold Towels	CS	\$14.20	\$15.05
10	Individually Wrapped Sanitary Napkins	CS	\$23.95	\$25.15
14	Sanitizer Concentrate for Pit Toilets	GAL	\$4.75	\$5.04
15	Deodorizer Concentrate for Pit Toilets	GAL	\$3.85	\$4.08
18	Anti-Bacterial Hand Soap	CS	\$29.66	\$31.14
21	Large Aerosol Disinfectant Can Deodorizer Spray	EA	\$1.85	\$1.96
22	Screw on Mop Handles	CS	\$34.60	\$36.60
		EA	\$2.88	\$3.05

Please sign below, if you agree to the price increases indicated above for the renewal of the "Janitorial Supplies 2016" renewal period of January 1, 2017 through December 31, 2017.

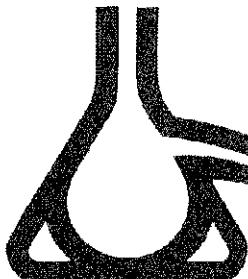
Printed Name of Authorizing Agent

Signature

Date

Respectfully,

Ron Morrison
VP-Contracts



industrial soap company

722 S. Vandeventer Ave. • St. Louis, MO 63110
(314) 241-6363 • 1-800-405-7627 • Fax (314) 533-5556
www.industrialsoap.com

October 26, 2016

State of Missouri
(SS)
County of St. Louis City

I, Ron Morrison, affirm that Industrial Soap Company does not own any real or personal property in Jefferson County.

Signature

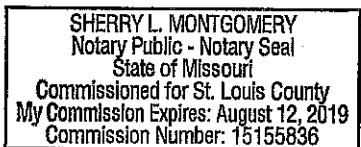
VP-Contracts

Title

I, the undersigned Notary Public, do hereby affirm that Ron Morrison personally appeared before me on the 26th day of October 2016, and signed the above Affidavit as his free and voluntary act and deed.

Sherry L. Montgomery
Notary Public

SHERRY L. MONTGOMERY
Printed Name





CERTIFICATE OF LIABILITY INSURANCE

INDUSOA-01

COMJA1

DATE (MM/DD/YYYY)

9/16/2016

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

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

PRODUCER License # 0564249 Heffernan Insurance Brokers 16100 Swingley Ridge Road, Suite 250 Chesterfield, MO 63017	CONTACT NAME:	
	PHONE (A/C No. Ext):	1 (636) 536-2082
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Samsung Fire & Marine Insurance Company, Ltd.*	38300
	INSURER B: Missouri Employers Mutual Insurance Company	10191
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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	ADD'L SUBR (INS'D/WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CP006493002	09/16/2016	09/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS Hired AUTOS	SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP006493002	09/16/2016	09/16/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	X UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	OCCUR CLAIMS-MADE	UMB000258302	09/16/2016	09/16/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	MEG202269300	09/16/2016	09/16/2017	X PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is included as an additional insured as respects general liability and automobile liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Department of the County Clerk Jefferson County Missouri 729 Maple St. / PO Box 10 Hillsboro, MO 63050	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMERCIAL LIABILITY EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

2.g. 2) A watercraft you do not own that is:

- a) less than 50 feet long; and
- b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

a. \$10,000; or

b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

COMMERCIAL LIABILITY EXTENSION ENDORSEMENT
SS 02 01 01 11

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:

- a) you have the responsibility of placing insurance for such entity; and
- b) coverage for the entity is not otherwise more specifically provided; and
- c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:

- 1) How, when and where the "occurrence" or offense took place;
- 2) The names and addresses of any injured persons and witnesses; and
- 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b. is replaced with:

b. Excess Insurance

1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of

COMMERCIAL LIABILITY EXTENSION ENDORSEMENT
SS 02 01 01 11

any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. *Is changed to:*

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

a. Your ongoing operations performed for that person or organization; or

b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:

a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";

COMMERCIAL LIABILITY EXTENSION ENDORSEMENT
SS 02 01 01 11

b. To "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:

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

(2) Supervisory, inspection, architectural or engineering activities;

d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;

e. To any person or organization included as an insured under provision B. of this endorsement;

f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the

regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.