

CONTRACT COVER SHEET

For Contract Review - please route Contract through Finance – Procurement Dept. A contract number will be assigned when it starts the review process.

NOTE: Contract Numbers will not be issued via email or over the telephone.



*Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche.
If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.*

Date Submitted for Review: 4/21/2020

Type (check one):

Construction ☐

Contract ☒

Change Order/Modification ☐

#NA Drop Down

IGA ☐

Development Agreement ☐

Amendment ☒

#2 Drop Down

Easement ☐

Lease/Property Acquisition ☐

Other ☐ (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:
Public Works, Todd Carpenter, 7643
Contractor Name, Address, Tel. No.:
Centrisys CNP
9586 58th Place
Kenosha, WI 53144
Jerod Swanson, Regional Sales Manager
612-401-2006; jerod.swanson@centrisys.us
Assigned Contract Number: **CON – 20-5155-A2**

Link to: 20-5155

Brief Summary of the Services to be provided:
Centrifuge Skid Mounted Unit - Decanter Centrifuge Skid
Mounted Unit, Model CS18-4T 2PH Complete with
Automatic Hydraulic Backdrive

Terms:

Start: 5/11/2020 Expire: 9/23/20 with option to extend for 4-
add'l one-year periods

Contract Amount: \$ 606,400.68

Council Date: 5/11/2020 COAC # 2020-6935 N/A ☐

City Clerk's Office Use – Retention Date: _____

REVIEWED AND APPROVED:

<input checked="" type="checkbox"/> Procurement:	_____	Date: _____	Contracts/Procured Services
<input checked="" type="checkbox"/> Legal:	_____	Date: _____	All documents
<input type="checkbox"/> City Manager:	_____	Date: _____	When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS – NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- ☐ Less than \$5000 ☐ \$5,000 to \$50,000 – 3 written quotes ☐ Cooperative Agreement ☐ On-Call /Task Order
☐ Formal Solicitation, Incl. Solicitation Number: **OP-** _____
☐ Other – please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: ☒ Yes ☐ No Requires Council Action: Yes ☒ No ☐ If yes, Council Date: **2020-6935** **Attach COAC**

Additional Funding Source? ☐ Federal – Identify: _____ ☐ State – Identify: _____

☐ Grant/Other – Identify: _____

*Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate:	<input checked="" type="checkbox"/> Attached	VJ Initial	Date: <u>4/21/2020</u>
Bid Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____
Performance Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____
Payment Bond:	<input type="checkbox"/> Attached	_____ Initial	Date: _____



**Contract Amendment
No. 2
Contract Number: CON-20-5155-A2**

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

Centrifuge Skid Mounted Unit

CONTRACT EXTENSION

Pursuant to Section 10, Contract Changes of the Agreement, Item 10.1, Modification and Item 10.4 Authorized Changes contract CON-20-5155 is hereby mutually extended or revised to reflect the following change:

ADD: Purchase of one (1) Decanter Centrifuge Skid Mounted Unit, Model CS18-4T 2PH complete with automatic hydraulic backdrive, at an amount not to exceed \$606,400.68 to include payments terms as identified in the Budget Proposal dated April 20, 2020 (Exhibit A).

No other terms, conditions, or performance standards written or implied are changed.

Procurement Officer: Victoria Jackson, CPM, CPPB

City of Goodyear		Centrisys CNP	
By: _____	_____	By: <u>William Fairbairn</u>	<u>4/21-2020</u>
Jacque Behrens, CPPB	Date	Signature	Date
Title: _____	Procurement Manager	William Fairbairn, Vice President	
		Typed Name and Title	
Attested By:		Approved as to Form By:	
_____		_____	
Darcie McCracken, City Clerk		Roric Massey, City Attorney	

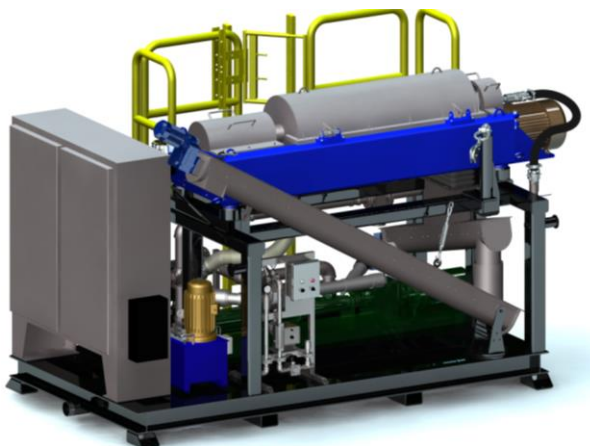
NUMBER: 10617

DATE: 04/20/20

TO: City of Goodyear AZ
4980 South 157th Avenue
Goodyear, AZ, 85338
Attn: Todd Carpenter
Tel: 623-693-2585
Email: todd.carpenter@goodyearaz.gov

REF.: Dewatering Centrifuge

Budget Proposal
City of Goodyear Water Plant
One (1) CS18-4T 2PH Skid



Centrisys Contact

Jerod Swanson
Regional Sales Manager
9586 58th place
Kenosha, WI 53144
Ph: (262) 654-6006
Direct: (612) 401-2006
Email: Jerod.swanson@centrisys.us

Centrisys Representative

Dave Redman
Misco Water
4670 South Ash Ave, Suite 103
Tempe, AZ 85282
Ph: (480) 940-6923
Email: dredman@miscowater.com

Centrisys is pleased to provide this quotation for the following:

ITEM 1. ONE (1) DECANTER CENTRIFUGE SKID MOUNTED UNIT, MODEL CS18-4T 2PH COMPLETE WITH AUTOMATIC HYDRAULIC BACKDRIVE

1.A Basis of Design – Sludge Feed Characteristics

Industry Type:	Municipal
Application:	Ferric
Number of units:	1
Design Feed Flow rate/Unit:	50-90 gpm
Dry Solids loading:	500-900 lbs/hr
Feed Concentration:	2 %
Organic/Volatile Content:	TBD %
Operation time:	24 hrs/day; 7 days/week
Temperature:	Ambient F
pH:	6-8 (assumed)

1.B Anticipated Performance*

Solids capture rate/recovery:	95 %
Cake dryness:	22-26 %
Max Polymer consumption:	8-12 lbs/Dry Ton

*- Lab sample testing is recommended to confirm

1.C Centrifuge specification

Model:	CS18-4T 2PH
Inside bowl diameter (in):	18
Bowl length (in):	70
Bowl length to diameter ratio:	4:1
Beach angle (deg):	8
Maximum Bowl speed (RPM):	3400
Type of lubrication:	Grease
Main Motor HP:	40
Back Drive Motor HP:	10
G-Force (g):	3000

1.D Equipment description

1. Each unit will be provided based on the attached drawing CS18-4T 2P Centrifuge Skid GA.pdf
2. Each unit consists of

- A. Centrifuge Assembly with
 - a) Solid bowl - The bowl, consisting of a horizontal cylindrical-conical assembly, shall have a minimum diameter and be supported by spherical roller bearings mounted on pillow blocks.
 - b) Scroll conveyor - A horizontal cylindrical-conical scroll conveyor supported by grease lubricated cylindrical roller bearings and grease lubricated angular contact anti-thrust ball bearings.
 - c) Casing - 316 stainless steel lower casing and one piece upper casing. The cake discharge area is protected by replaceable wear liners.
 - d) Base/frame - Fabricated carbon steel base with 316 stainless steel wetted parts. The base will be mounted on vibration isolators.
3. **Main Drive Motor** with variable frequency drive to run the rotating assembly
 - A. Installed power: 40 HP
 - B. Rotation speed: 3550 rpm
 - C. Electrical requirements: 480V/60Hz/3Ph
 - D. Type of protection: TEFC
4. **Hydraulic Back drive/Scroll drive System**
 - A. Hydraulic Motor
 - a) *Type:* 1071D
 - b) *Max Torque:* 8,920 Nm
 - B. Hydraulic Pump
 - a) *Installed power:* 10HP
 - b) *Rotation speed:* 1800 rpm
 - c) *Electrical requirements:* 480V/60Hz/3Ph
 - d) *Type of protection:* TEFC
 - C. Larger Heat exchanger
5. **High Heat Main and Backdrive Motors**
6. **Flexible Connectors**
Solid and liquid flexible connectors will be supplied to isolate the centrifuge from rigid piping.
7. Thickened/Dewatered Sludge and Centrate **Chutes/Hoppers**
8. **Control Panel**
 - A. A complete 304SS NEMA 4X enclosure shall be furnished for each centrifuge to include all controls, instrumentation and interlocks necessary for the operation of the centrifuge and ancillary equipment.
 - B. The control panel shall be equipped with the main circuit breaker, variable frequency inverter for the main drive motor, motor starter for the hydraulic

drive system, pushbuttons and running lights for main and backdrive motors, ammeters for main drive motor and malfunction indicators. Ethernet communication for monitoring from SCADA and historical trending of key parameters like bearing temperatures, vibration, hydraulic pressure, flow rates etc., are included. Also includes Allen Bradley Compactlogix type 1769-L33ER PLC and valve amplifier for the back drive system.

- C. The control panel shall also be equipped with a 10" Allen-Bradley Panel View touchscreen for operator control and system operation. All set points and operating parameters will be accessible from the touchscreen.
- D. Standard control panel design uses an air conditioner
- E. Sun shade on panelview

9. Instrumentation

- A. One (1). Vibration sensor/s per unit
- B. One (1) main bearing temperature sensor, type PT100 on each bearing
- C. One (1) each Bowl/Scroll speed sensor/unit
- D. One (1) Hydraulic oil level/temp. sensor/unit
- E. One (1) Hydraulic pressure sensor/unit

10. Automatic Grease Lubrication System

- A. One (1) low grease level sensor per unit

11. Seals

- A. Scroll bearings: Mechanical seals
- B. Main bearings & Housing: Labyrinth Seals

12. Sludge Feed Pump

- 1. One (1) progressive cavity pump/unit with capacity range of 0-100 gpm.
 - A. Body: Case iron ASTM A48 class 35
 - B. Base: Cast or fabricated steel
 - C. Seal: Mechanical
 - D. Motor: TEFC 460V, 60 Hz, 3Ø, 7.5 hp or manufacturers standard as required to deliver the flow rates specified.
 - E. Control: Feed pump control from PLC & VFD integrated into centrifuge control panel

13. Flow Meter

One (1) Magnetic flow meter/unit.

14. Polymer Feed System

One (1) liquid polymer feed system/unit 8 gph LMI with static mixer

(i) Control of polymer system shall be through the Centrifuge PLC Control System.

15. Cake transportation system

(i) One piece fixed conveyor with lining

The 16ft conveyor is stationary to the skid and is equipped with a drain to reroute the water during start up and shut down. Includes four (4) supports.

16. One (1) Spare rotor and stator for feed pump

17. Skid Mounted system

Complete skid mounted unit to include all the above items with piping and wiring, no catwalk, ladder or handrails (customer will install).

ITEM 2 MATERIAL OF CONSTRUCTION

Bowl:	Duplex stainless steel
Scroll Hub/conveyor:	Duplex stainless steel
Flight face	Fully tiled - TC tiles from the feed chamber to the liquids discharge
Flights	316 SS
Casing	316 SS
Skid/Base/Frame:	Powder coated carbon steel
Fasteners:	316 SS

ITEM 3 SERVICES

3.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Submittal Drawings: One (1) electronic copy included; prints by request
2. Final Drawings: Two (2) prints & One (1) electronic copy included
3. O&M Manuals: Two (2) prints & One (1) electronic copy included

3.B Start-Up Assistance:

Centrisys will furnish one factory representative for 5 days during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.

PURCHASE PRICE:

All of the above for	\$558,380.00 USD
Estimated taxes at 8.6% of taxable amount (to be done by Goodyear) ..	\$48,020.68 USD
Total	\$606,400.68 USD

F.O.B. Job Site, freight included

PAYMENT TERMS:

30% with order; 60% upon shipment; 10% after startup not to exceed 90 days after shipment.

Lead Time: 18-20 weeks following receipt of the Approval drawings

ITEM 4 WARRANTY

One (1) year from the equipment start up or eighteen (18) months from delivery.

BUYER/OWNER RESPONSIBILITY:

- Polymer totes
- Anchor bolts.
- Building and building plans (Centrisys provides only the layout drawings without any responsibility of updating any plans or building)
- Building modifications
- Structural and Civil engineering labor
- Sludge Grinder
- Cake Discharge Pump
- Wash water booster pump
- Centrate Discharge Pump
- Centrate Tank
- All utilities that are required for operation
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
- Compatibility of Equipment materials of construction with process environment.
- Piping connections, platforms, gratings and railings unless stated otherwise.
- Any other auxiliary equipment or service not detailed above.

Issued by

Zach Mazur

Applications Engineer

Date: 04/20/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2020

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

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

PRODUCER Starr Insurance 5005 W. Loomis Rd. Greenfield WI 53220	CONTACT NAME: Ryan Jones PHONE (A/C, No, Ext): 414-421-3800 E-MAIL ADDRESS: info@starrgroup.com FAX (A/C, No): 414-421-6145
INSURED Centrisys Corporation Gary Stinson 9586 58th Place Kenosha WI 53144	INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Ins Company INSURER B: Twin City Fire Insurance Co INSURER C: The Hartford INSURER D: Federal Insurance Company INSURER E: Beazley USA Services, Inc INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1541294638**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			83 UEN OH3038	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7357-4399	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7988-0351	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	83 WE OH3037	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A E A	Rented/Leased Equipment Professional Liability Transportation			3604-2936 19U10321 3604-2936	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	\$1,000 Deductible \$25,000 Deductible 25,000 Deductible 175,000 \$2,000,000 750,000

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

City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers is hereby listed as additional insured as respects work performed by the named insured when required by written contract per the attached form. A waiver of subrogation applies in favor of the additional insured on the Workers Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Goodyear Office of Procurement 190 North Litchfield Road Goodyear AZ 85338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual 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) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

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

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

2. Supervisory, inspection, architectural or engineering activities.

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

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WE OH3037

Endorsement Number:

Effective Date: 01/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CENTRISYS CORPORATION

9586 58TH PL

KENOSHA WI 53144

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative