SUBJECT: FIRE PROTECTION SERVICE AT VARIOUS CITY LOCATIONS

BID #: SC-0225-19 **OPEN DATE: 2018-10-03**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (5) **NUMBER RECEIVED**: (2) **OTHER** (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second renewal option to Cox Fire Protection, Inc., in the annual expenditure amount of $500,000.00. Period of service will be from December 1, 2020 through November 30, 2021, with two (2) one (1) year renewal options remaining. Total revised expenditure amount not-to-exceed $1,784,680.00.

This award is to be funded by various accounts depending on building requiring services and processed by individual Purchase Orders.

Attachments: Recommendation Memo, Vendor's Letter, Insurance Certificate, Previous Award(s)

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, CFM, Chief, Public Buildings Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

October 5, 2020

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, CFM, Chief

SUBJECT: SC-0225-19- FIRE PROTECTION SERVICES AT VARIOUS CITY LOCATIONS

The current Bid SC-0225-19 for Fire Protection Services at Various City Locations is scheduled to expire November 30, 2020.

The Public Buildings Division recommends approval to utilize the second of four 1 year renewal options with current vendor Cox Fire Protection, Inc. for the period beginning December 1, 2020 through November 30, 2021.

The total revised annual expenditure will be $500,000.00 for Inspections, certifications and as needed repairs. The revised not to exceed amount will be $1,784,680.00.

Funding for this award will be encumbered by purchase orders against the contract purchase agreement. Account number to be determined by the service being requested and the fiscal year.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact David Smith 255-4342.

Attachments: Vendor's Agreement Letter
Copy of Insurance Certificate
Previous Award

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
David Smith, Contract Administration Coordinator

ab

COX FIRE PROTECTION, INC.

6555 Grace Lane
Phone: 904-781-8227
Fax: 904-781-0408
www.CoxFire.com

Attn: David Smith and Mike Soto

Re: Renewal of Bid SC-0225-19
Date: 10/01/2020

To: City of Jacksonville

Cox Fire Protection would like to renew Bid SC-0225-19 for the second 1-year renewal option from 12/01/2020-11/30/2021 under the same Terms and Conditions as in the Bid.

Thanks,

Margot McDaniels
Cox Fire Protection, Inc.
Jacksonville | Tampa | Ocala
904-781-8227 x 305 Phone | 904-515-7044 Mobile
email: mmcdaniels@coxfire.com | website: www.coxfire.com

SPRINKLER | ALARM | EXTINGUISHER | INSPECTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2020

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
Bouchard Insurance, Inc.
101 N Starcrest Drive
Clearwater FL 33765

CONTACT NAME
PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267
E-MAIL ADDRESS: certificates@bouchardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Co	10120
INSURER B: AmGUARD Insurance Company	42390
INSURER C: Everest Indemnity Insurance Co	10851
INSURER D: Travelers Property Casualty Ins Co	36161
INSURER E: Homeland Insurance Co of NY	34452
INSURER F: Zenith Insurance Company	13269

INSURED
Cox Fire Protection, Inc.
7910 Professional Place
Tampa FL 33637

COXFIREP

COVERAGES **CERTIFICATE NUMBER:** 871645927 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	51GL012864201	1/21/2020	1/21/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500 000
	X 2,500						MED EXP (Any one person)	$ 10,000
	X Deductible						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Contractual/XCU							$
B	AUTOMOBILE LIABILITY	Y	Y	COAU129145	1/21/2020	1/21/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	51CC004634201	1/21/2020	1/21/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	M1283201	8/1/2020	8/1/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Design Professional E&O			51GL012864201	1/21/2020	1/21/2021	Included in GL&XS	Included
D	Equipment Floater			QT6309M774065TIL20	1/21/2020	1/21/2021	Leased/Rented	$75,000
E	Pollution Fungi & Mold	Y	Y	793008865	1/21/2020	1/21/2021	$5,000 Deductible	$2,000,000

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

Additional insured status applies with respect to General Liability, Automobile Liability and Pollution Liability per the attached form(s)
Coverage is primary as respects to General Liability, Automobile Liability, Umbrella Liability and Pollution Liability, and non-contributory per the attached form(s).
Waiver of subrogation applies with respect to General Liability, Automobile Liability, Pollution Liability and Workers Compensation per the attached form(s)

30 Day Notice of Cancellation applies to General Liability & Umbrella Liability per the attached form.

Umbrella Liability is Follow Form over the General Liability, Auto Liability, Employers Liability and Contractors Design Professional Liability
See Attached ..

CERTIFICATE HOLDER

City of Jacksonville
555 West 44th St
Jacksonville FL 33208

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd George

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AGENCY CUSTOMER ID: COXFIREP

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Bouchard Insurance, Inc	NAMED INSURED Cox Fire Protection, Inc 7910 Professional Place Tampa FL 33637
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Residential Exclusions do not apply

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NAMED INSURED: Cox Fire Protection, Inc.
POLICY NUMBER: 51GL012864201

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following.

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location 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.

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

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

1. Required by the contract or agreement, or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

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NAMED INSURED: Cox Fire Protection, Inc.
POLICY NUMBER: 51GL012864201

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

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

However:

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

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

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

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

whichever is less.

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

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NAMED INSURED: Cox Fire Protection, Inc.
POLICY NUMBER: 51GL012864201

COMMERCIAL GENERAL LIABILITY
ECG 24 522 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Where Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 0

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
51GL0128664201	01/21/2020	Everest Indemnity Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Cox Fire Protection Inc	ALL RISKS LTD.

COVERAGE PARTS AFFECTED
General Liability

CHANGES

It is hereby understood and agreed that we will endeavor to mail 30 day written notice of cancellation to those entities shown in the schedule below. Notice of cancellation for non-payment of premium is 10 days. Proof of mailing will be sufficient proof of such notice. This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below.

Schedule: Blanket coverage applies where required by written contract prior to inception of the contract.

Authorized Representative Signature

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

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BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/1/2020
Insured Cox Fire Protection, Inc.
Policy No. M1283201
Policy Period 8/1/2020 to 8/1/2021
Issued On 7/30/2020

ZENITH INSURANCE COMPANY - 13145

PRESIDENT

WC-00-03-13
(Ed. 04-98)

Endorsement No. 9

Policy Number: 793 00 88 65

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

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E-INSURED

Policy Number: 793 00 88 65

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the Named Insured in such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement qualifying as an additional insured under this endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury**, **property damage** or **environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

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Policy Number: 793 00 88 65

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury**, **property damage** or **environmental damage** occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on 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

(b) 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.

All other terms and conditions remain the same.

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Policy Number: 793 00 88 65

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization who requires such a waiver by written contract or written agreement that was fully executed prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NONCONTRIBUTORY FOR ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL CATASTROPHE LIABILITY COVERAGE PART

A. Paragraph 5. Other Insurance, SECTION IV – COMMERCIAL CATASTROPHE LIABILITY CONDITIONS is replaced by the following:

5. Other Insurance

a. This insurance is excess over, and will not contribute with any "other insurance", whether such "other insurance" is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis. However, "other insurance" does not include:

(1) Insurance specifically written as excess over this Coverage Part, or

(2) Insurance held by an additional insured described in paragraph 3. of **SECTION II – WHO IS AN INSURED** for which they are listed as a named insured, but only under a written contract between you and the additional insured:

(a) Requiring a specific limit of insurance that is in excess of the "retained limit";

(b) Requiring that your insurance be primary insurance and not contribute with that of the additional insured; and

(c) Executed prior to the loss.

In such case as described in sub-paragraph **(2)** above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

b. When this insurance is excess over "other insurance", we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

B. As respects this endorsement, the following definition is added:

1 "Other insurance" means insurance, or any type of self-insurance or other mechanism by which an insured arranges for the funding of legal liabilities, which is available to any insured and covers injury or damage to which this insurance applies, other than:

a. "Underlying Insurance"; or

b. Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
51CC004634-201	01/21/2020	Everest Indemnity Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Cox Fire Protection Inc	ALL RISKS LTD

COVERAGE PARTS AFFECTED
Umbrella

CHANGES

It is hereby understood and agreed that we will endeavor to mail 30 day written notice of cancellation to those entities shown in the schedule below. Notice of cancellation for non-payment of premium is 10 days. Proof of mailing will be sufficient proof of such notice. This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below.

Schedule: Blanket coverage applies where required by written contract prior to inception of the contract.

Authorized Representative Signature

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SUBJECT: FIRE PROTECTION SERVICE AT VARIOUS CITY LOCATIONS

BID #: SC-0225-19 **OPEN DATE: 2018-10-03**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: **PUBLIC BUILDINGS**

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (5) **NUMBER RECEIVED:** (2) **OTHER** (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to utilize the first renewal option to Cox Fire Protection, Inc., in the annual expenditure amount of $610,000.00. Period of service will be from December 1, 2019 through November 30, 2020, with three (3) one (1) year renewal options. Total revised expenditure amount not-to-exceed $1,284,680.00.

This award is to be funded by various accounts depending on building requiring services and processed by individual Purchase Orders.

Attachments: Recommendation Memo, Vendor's Letter, Insurance Certificate, Previous Award(s)

BUYER: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, CFM, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 10/17/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/17/19

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

SUBJECT: FIRE PROTECTION SERVICE AT VARIOUS CITY LOCATIONS

BID #: SC-0225-19 OPEN DATE: 2018-10-03

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (5) NUMBER RECEIVED: (2) OTHER (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to accept the signed Conflict of Interest from the low bidder Cox Fire Protection, Inc., which was signed on 10/25/18 and waived as a minor irregularity.

Recommend approval of award to Cox Fire Protection, Inc., as the lowest responsive, responsible bidder in the total amount of $674,680.00 for all groups. Period of service will be one year beginning December 1, 2018, with four (4) one (1) year renewal options.

This award is to be funded by various accounts depending on building requiring services and processed by individual Purchase Orders.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Conflict of Interest, Basis of Award, Scope of Work

BUYER: Marilyn Laidler RESPECTFULLY SUBMITTED
MARILYN LAIDLER
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, CFM, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 11/08/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 11/09/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05