



DIVISION OF FINANCE



**To:** Honorable Mayor Paul A. Young

**From:** Kristie Hardy, Purchasing Agent



**DOCU-SIGN**

**Date:** April 29, 2024

**Subject:** Contract # 41084 - LANDMARK CONSTRUCTION AND EMERGENCY SERVICES, LLC

Please find attached the above referenced contract for the Mayor's signature. This document does not require City Council approval.

**Purpose:** Contract for Wastewater Treatment Plant miscellaneous good and services for T.E. Maxson and M.C. Stiles WWTP. Term: From Execution to 6/30/2029 with 2 1-year options to renew. Comp: Unit Based. New

**Type:** New

**Type Amount:** \$

**Financial Commitment:** This is a unit price contract. Encumbrances are based on work orders issued.

**M/WBE Participation Goal:** 0.00%

**M/WBE Participation Commitment:** 0.00%

**SBE-Only Bid:** N/A

**Contracting Authority:** By Home Rule Amendment 1852, Section 14, BE IT FURTHER ORDAINED, That the power to contract (other than by franchise agreements) shall remain with the Mayor.

After approval, please return all documents to the Purchasing Department for further processing.

Should you have any questions, please advise.

Attachment



FY 24

# PURCHASING

## New Contract Agreement Checklist

Division: PW

REQ#: \_\_\_\_\_

RFO#: \_\_\_\_\_

PO/ Contract #: 41089

Name & Date: R.P. 4/29/2024

Negotiated Contract	YES	NO	N/A
RFP Required			
Scoring Criteria Attached			
Purchasing Has Original Proposals			
Check Award Recommendation Information			
Check Scope of Services			
Check Term of Contract/ Extension Clauses			
Check and Enter Not to Exceed Amount			
Check Contract Amount			
Check Source of Funds/ POETA			
Check Insurance Requirements			
Have You Received Tax Exempt Ruling Letter from IRS or Memphis Shelby County Business Tax Receipt/ License			
Copy of License & Establish Date - Shelby County 222-3059			
Check Signatures			
Copy of Insurance/ Endorsement to Clerk			
Tabs Inserted Into Packet			

Term: From execution to 6/30/2029

Estimate/ NTE (Circle One): Unit Based

Previous Encumbrance Amount: \_\_\_\_\_

Description for Processing: Contract for Wastewater Treatment Plant Miscellaneous goods and services for T.E. Maxson and M.C. Stiles WWTTP.

document is

CLOSE

## MEMORANDUM

From: Robert Knecht, Public Works Director JK

To: Paul Young, Mayor

Via: Antonio Adams, Chief Operation Officer

DATE: 04/19/2024

SUBJECT: Wastewater Treatment Plant Miscellaneous Goods and Services- Landmark Construction

- Reviewed by OBDC  
 Approved by OBDC  
 Exemption

Reason \_\_\_\_\_

DocuSign Envelope ID: 745E6882-9C79-4CF6-83E2-20C18402D81A  
Sig Date: \_\_\_\_\_ 4/24  
DocuSign Envelope ID: 745E6882-9C79-4CF6-83E2-20C18402D81A

## Brief Memo

**1. Statement of Opportunity**

The E.E. Maxson and M.C. Stiles WWTPs and sewer maintenance departments require wastewater treatment plant miscellaneous goods and services on a regular basis.

**2. Prior Action**

The City pre-qualified firms to supply these items and this company meets the qualifications to do this work.

**3. EBO Participation**

OBDC has established a 0% project wide goal due to lack of availability in the City's registry. Director Davis issued a LET memo on 03-15-2024 authorizing award of contract to this company.

**4. COO Action**

The COO is requested to advise the Mayor to sign the attached contract agreement.

**CITY OF MEMPHIS**  
***INTEROFFICE MEMO***  
**Goods, Supplies & Non-Professional Services\***

To: Office of Business Diversity & Compliance  
From: Don Hudgins  
Project Name: Treatment Plant Misc Goods and Sevices  
Date: 08/10/23  
Subject: **EBO Goals**

Division: **Public Works/Treatment Plants**  
Project Number: 170903/170904

**BID DATE:**

<u>NAME</u>	<u>ESTIMATED</u> <u>AMOUNT</u>	<u>PERCENT</u>	<u>FIRMS</u> <u>M</u>	<u>FIRMS</u> <u>W</u>
Goods & Supplies	500,000.00	50.00%		
Non-Professional Services	500,000.00	50.00%		
 TOTAL ESTIMATE (annual)	 \$1,000,000.00			

RECOMMENDED TOTAL COMBINED M/WBE GOAL OF:      %

APPROVED: *Zanderia Davidson*  
Zanderia Davidson, Director OBDC or Designee

Date:

8/20/23 *-no availability*

APPROVED: *Kristie Hardy*  
Kristie Hardy, Purchasing Agent or Designee

Date:

8/29/23

APPROVED: *Michael Fletcher*  
Michael Fletcher, Chief Legal Officer/City Attorney or Designee

Date:

8/29/23

\*Not for use when project includes construction

**City of**   
**Memphis**  
-----  
**OFFICE OF BUSINESS**  
**DIVERSITY & COMPLIANCE**  
-----  
*" We Mean Business "*

**To:** Don Hudgins, Administrator, Wastewater Treatment Facilities  
**From:** Zanderia Davidson, Director, Office of Business Diversity and Compliance  
**Date:** March 16, 2024  
**Subject:** Miscellaneous Services for Wastewater Treatment Plants and Sewer Department

*Zanderia Davidson*  
3/15/24

The bid tabulation has identified the following companies as the qualified bidders for the vendor pool for the above-styled project. This project has a zero percent goal due to the lack of availability on our registry. Four companies have been identified as SBE. For the reasons stated, OBDC agrees with the recommendation after a review of the proposed submitted documents.

- AAA Safe & Lock Co. Inc.
- ABBA Pump Parts & Service
- Agilix Solutions LLC
- Airone Services
- American Electric Supply Co.
- Arkansas Lime Company
- B&D Towing and Recovery LLC
- Bartlett Small Engines
- B-Med Industrial Supply LLC
- Brighter Days & Nites, Inc. (MBE/SBE)**
- Canopy Spatial, LLC
- Centro Inc.
- Ceric Environmental Controls
- Certified Laboratories

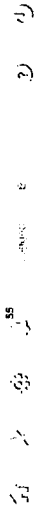
Cobb Plumbing Company Inc.  
Continental Research Corp  
Contractor's Supply Plus  
ContractAid LLC  
CTR Coatings  
Davenport Towing  
Denali Water Solutions LLC  
Diamond Systems LLC  
Drive Source International Inc.  
Edge Biologicals Inc.  
Endress & Hauser Inc.  
**Enfinity Supply (MBE/SBE)**  
Environmental Dynamics International Inc.  
Environmental Products Group  
EquipmentShare, Inc.  
Evoqua Water Technologies  
Flag City Towing Inc.  
Floied Fire Extinguisher & Steam Cleaning Co. Inc.  
Fournier Industries Inc.  
Frase Protection  
GA Industries  
**Godwin Procurement & Consultant LLC (MBE/SBE)**  
Good Fruit LLC  
Gordan Air Compressor Equipment Co.  
Grainger (WW Grainger Inc.)  
Hach Company  
Hawkins Inc.  
Hill Manufacturing  
Hill Services Plumbing and HVAC  
Hotsy Cleaning Equipment  
I&M Equipment & Project Management LLC  
Intersate Batteries of Memphis  
Jack Shepherd Consultant  
Jay Industrial Repair Inc.  
Kazmier & Associates  
**Ladd Safety LLC (WBE/SBE)**  
Landmark Construction  
Lonestar Blower and Compressor  
Memphis Communications Corporation  
Memphis Industrial Electric Supply  
Micronics Engineered Filtration Group Inc.  
Midwestern Fabricators  
MillerMiller USA

MRS Fiberglass & Rubber Products Inc.  
Natures Earth  
Ozark Fluid Power  
PPG Paints  
Pro Chem Inc.  
Q Productions  
Quality Safe & Lock  
Rentokil Terminix  
Russell Tire Co. Inc.  
Scruggs Equipment Company  
Share Corp  
Shelby Electric Co. Inc.  
SoCo Holdings, LLC  
Southwest Electric Co  
State Systems, LLC  
Steepleton Tire Company  
Stratum Consulting Partners Inc.  
Stribling Equipment  
Superior Industrial Supply Co. Inc.  
TAS Environmental Services LP  
Tennessee Tractor LLC  
Texas Refinery Corporation  
Tri State Auto Glass  
Trinova Inc.  
TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat  
Union Auto Parts  
Valve and Actuation Svcs LLC dba Chalmers & Kubeck South  
Velodyne  
**W&T Contracting Corporation (MBE/SBE)**  
Xylem Service Solutions



7ya

Business Classification



Suppliers

Quick Update

Company Profile

Organization

Tax Details

Address Book

Contact Directory

Business Classification

Products & Services

Banking Details

Surveys

Approval History

Terms and Central

Accounting

Tax and Reporting

Purchasing

Receiving

Payment Details

Relationship

Invoice Management

Supplier >

Update LANDMARK CONSTRUCTION AND EMERGENCY SERVICES, LLC - 115180: Business Classification

Certification

Last Certified By  
29-Apr-2024

Classification

- Minority Owned
- Service-disabled Veteran Owned
- Small Business
- Veteran Owned
- Women Owned
- Women-owned small business eligible under the WOSB program

Applicable	Minority Type	Certificate Number	Certifying Agency	Expiration Date	Status
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Cancel Save

Cancel Save



4/29/24, 9:54 AM

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Mar 1, 2024

**Entity Validation Processing** [Show Details](#)  
Apr 23, 2024



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[See All Alerts](#)

x

x

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Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

**Sign In**

Select Domain  
**Entity Information**

+

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

-

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For more information on how to use our keyword search, visit our help guide

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[Search Editor](#)

Any Words

- All Words 
- Exact Phrase 

e.g. 123456789, Smith Corp  
 "LANDMARK CONSTRUCTION AND EMERGENCY SERVICES" 

Entity

Location

Status

- Active
- Inactive

> > <

Reset 



## No matches found

Your search did not return any results for active records.

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Edit Parameters Clear Parameters

CERTIFICATIONS

Minority Business Enterprise (MBE)  
Small Business Enterprise (SBE)  
Women Business Enterprise (WBE)

BUSINESS NAME/DBA

LANDMARK CONSTRUCTION/EMERGENCY SERVICES

**Search Results**

0 firms with 0 certifications found

Your search parameters did not return any matches. Click **Edit Parameters**, modify the information in the fields above and click **Search Again**.

CLOSE

# City of Memphis

## BID AND CONTRACT AGENDA SHEET



### FY 24

Original

1. Division: Public Works Date: 4/19/2024  
 Division Contact Person: Mary Daach Phone #: (901) 636-7404  
 Print Name:

2. Contractor: Landmark Construction Address: 1897 Thomas Road  
 City/State/ Zip Code: Memphis TN 38134

Contractor's Contact Name: Mirk Kuntman Contractor's Email Address: mkunt@landmarkcon.com

### 3. BID REJECTION:

For purchase/construction of \_\_\_\_\_

Explanation of rejection \_\_\_\_\_

Request to Re-advertise \_\_\_\_\_

4. CONTRACT AWARD RECOMMENDATION: RFO/RFP # 183753 Vendor # \_\_\_\_\_

Check Box: Low  Best\*  Only  Negotiated

Contract Amount: \$ \_\_\_\_\_

Purpose: Wastewater Treatment Plant Misc Goods and Services

Special Instructions: \_\_\_\_\_

\*Justification for rejection of low bids attached. (Attach a copy of bid tabulation)

5. CHANGE ORDER/AMENDMENT/ENCUMBRANCE/FINAL PAYMENT: Contract# 41024 Expiration: 6/30/2029

For: \_\_\_\_\_

Special Instructions: Send all emails for contract notices to Scott.Morgan@memphis.tn.gov

### 6. Submit Invoices to:

Dept. Contact Person: Derek McElroy Address: 373 Stiles Drive

City/State/Zip Code: Memphis, TN 38127

<input type="checkbox"/>	Extension	Original Contract Amount	Final Payment Due:	\$ _____
<input type="checkbox"/>	Change Order	Previous C. O. Total		
<input type="checkbox"/>	Finally Close Contract	Prev. Amend./Encum. Toll	Retainage:	\$ _____
<input type="checkbox"/>	Transfer to PO	C. O. # _____	Attached	_____
<input type="checkbox"/>	Amendment	Encumbrance Amount	\$0.00	
<input type="checkbox"/>	Encumber			
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	\$0.00	

### COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
(1) Prod/Equip/ Mat		0681	170904	53106				\$0.00
(2)								
(3)								
(4)								
(5)								
(6)								

Appropriating Resolution Attached:  Other Attachments:

PREPARED & APPROVED BY: [Signature] Service Center Approval Date: 4/24/2024  
 Other Attachments: [Signature] Date: 4/23/24  
 Procurement Director: Antonio Adams Date: 5/3/2024  
 City Engineer: \_\_\_\_\_ Date: \_\_\_\_\_ Contract Analyst-Print: [Signature] Purchasing Agent/Purchasing Supervisor: [Signature] Date: \_\_\_\_\_

### FUNDING/PURCHASING APPROVAL:

MEMORANDUM

From: Robert Knecht, Public Works Director *RK*  
To: Kristie Hardy, Purchasing Agent Purchasing Approved *Kristie Hardy*  
DATE: January 24, 2024 2-1-24  
SUBJECT: 5-year term with 2-1 year extension options for wastewater treatment plant  
miscellaneous goods and services contracts

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Purchasing advertised RFQ 1837553 on behalf of Public Works to request Statements of Qualifications (SOQ) from qualified firms with experience in providing miscellaneous goods and services for participation in a multi-year contract across different areas for the wastewater treatment plants and sewer department.

SOQ submittals were received from 87 different vendors. We would like to negotiate contracts with these vendors. No vendor will be guaranteed business but will have a contract in place if needed. There is a lot of upfront work on our part and it is expected to take 12-18 months to complete all contracts. Because of this upfront investment in time and resources, we request that a 5-year term with 2-1 year options be approved.

Thank you for your consideration in this matter. A list of the responsive vendors is provided below:

1. AAA Safe & Lock Co. Inc.
2. ABBA Pump Parts & Service
3. Agilix Solutions LLC
4. Airone Services
5. American Electric Supply Co.
6. Arkansas Lime Company
7. B&D Towing and Recovery LLC
8. Bartlett Small Engines
9. B-Med Industrial Supply LLC
10. Brighter Days & Nites, Inc.
11. Canopy Spatial, LLC
12. Centro Inc.
13. Cerlic Environmental Controls
14. Certified Laboratories
15. Cobb Plumbing Company Inc.
16. Continental Research Corp
17. Contractor's Supply Plus

18. ConstructAid LLC
19. CTR Coatings
20. Davenport Towing
21. Denali Water Solutions LLC
22. Diamond Systems LLC
23. Drive Source International Inc.
24. Edge Biologicals Inc.
25. Endress & Hauser Inc.
26. Enfinity Supply
27. Environmental Dynamics International Inc.
28. Environmental Products Group
29. EquipmentShare, Inc.
30. Evoqua Water Technologies
31. Flag City Towing Inc.
32. Floied Fire Extinguisher & Steam Cleaning Co. Inc.
33. Fournier Industries Inc.
34. Frase Protection
35. GA Industries
36. GodWin Procurement & Consultant LLC
37. Good Fruit LLC
38. Gordan Air Compressor Equipment Co.
39. Grainger (WW Grainger Inc.)
40. Hach Company
41. Hawkins Inc.
42. Hill Manufacturing
43. Hill Services Plumbing and HVAC
44. Hotsy Cleaning Equipment
45. I&M Equipment & Project Management LLC
46. Intersate Batteries of Memphis
47. Jack Shepherd Consultant
48. Jay Industrial Repair Inc.
49. Kazmier & Associates
50. Ladd Safety LLC
51. Landmark Construction
52. Lonestar Blower and Compressor
53. Memphis Communications Corporation
54. Memphis Industrial Electric Supply
55. Micronics Engineered Filtration Group Inc.
56. Midwestern Fabricators
57. MillerMiller USA
58. MRS Fiberglass & Rubber Products Inc.
59. Natures Earth
60. Ozark Fluid Power

61. PPG Paints
62. Pro Chem Inc.
63. Q Productions
64. Quality Safe & Lock
65. Rentokil Terminix
66. Russell Tire Co. Inc.
67. Scruggs Equipment Company
68. Share Corp
69. Shelby Electric Co. Inc.
70. SoCo Holdings, LLC
71. Southwest Electric Co
72. State Systems, LLC
73. Steepleton Tire Company
74. Stratum Consulting Partners Inc.
75. Stribbling Equipment
76. Superior Industrial Supply Co. Inc.
77. TAS Environmental Services LP
78. Tennessee Tractor LLC
79. Texas Refinery Corporation
80. Tri State Auto Glass
81. Trinova Inc.
82. TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat
83. Union Auto Parts
84. Valve and Actuation Svcs LLC dba Chalmers & Kubeck South
85. Velodyne
86. W&T Contracting Corporation
87. Xylem Service Solutions



LANDCON-01

SMIEM1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/9/2024

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).

<p><b>PRODUCER</b> IGA Memphis LLC 9325 Cordova Park Rd Cordova, TN 38018</p>	<p><b>CONTACT NAME:</b> Lisa Fischer <b>PHONE (A/C, No, Ext):</b> (615) 905-1686 <b>E-MAIL ADDRESS:</b> Lisa.Fischer@IGA.Biz <b>FAX (A/C, No):</b> (615) 905-1698</p>
<p><b>INSURED</b>  Landmark Construction and Emergency Services, LLC 1897 Thomas Rd Memphis, TN 38134</p>	<p><b>INSURER(S) AFFORDING COVERAGE</b></p> <p><b>INSURER A:</b> West Bend Mut Ins Co      <b>NAIC #</b> 15350 <b>INSURER B:</b> Bridgefield Employers Ins Co      10701 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b></p>

**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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	B650221	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000 \$ 1,000,000
A X	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	B650221	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	<b>UMBRELLA LIAB</b> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$	X		B650221	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 830-57398	4/1/2024	4/1/2025	X PER STATUTE X 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Memphis, its officials, agents, employees and representatives are additional Insured with respect to General Liability for ongoing and completed operations, Auto Liability on a primary and non-contributory basis when required by written contract. Waiver of subrogation in favor of the above additional insureds applies with respect to General Liability, Auto Liability, and Workers' Compensation when required by written contract. 30 Days notice of cancellation applies.

**CERTIFICATE HOLDER      CANCELLATION**

<p>City of Memphis Attn: Risk Management 170 N. Main Street 5th Floor Memphis, TN 38103</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Charles D. Wiggert</i></p>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – CONTRACTOR'S BLANKET**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

**B. The insurance provided to the additional insured is limited as follows:**

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
  - a. Your premises; or
  - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
  3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured 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 part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related 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 architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

**4. Other insurance**

**b. Excess insurance**

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PLUS PAK – COMMERCIAL AUTO**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

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

### **A. Changes In Covered Autos Liability Coverage**

1. Paragraph **A.1. Who Is An Insured** is amended by the addition of the following:

#### **Newly Acquired Organizations**

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

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. 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.

#### **Employees As Insureds**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **Employee Hired Autos**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

If Employee Hired Autos **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

### **Additional Insured By Written Contract**

Any person or organization for whom you have agreed to add under a written contract or agreement. Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto".

This coverage is primary to and will not seek contribution from any other insurance available to an "insured" provided that:

- a. Such "insured" is a Named Insured under such other insurance; and
- b. You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

### **2. Increased Supplementary Payments**

Paragraph **A.2.a.(4)** is replaced by:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

### **3. Fellow Employee**

Paragraph **B.5. Fellow Employee** does not apply to claims for "bodily injury" resulting from the use of a covered "auto" where the fellow "employee" is not immune from "suit" or civil liability for "bodily injury" by reason of Workers Compensation laws or other similar laws.

Coverage is excess over any other collectible insurance.

This amendment is not applicable in Virginia. See applicable Virginia Changes endorsement.

**B. Changes In Physical Damage Coverage**

1. Paragraph **A. Coverage** is amended by the addition of:

**Loan/Lease Gap Coverage**

In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

The amount paid under the policy's Physical Damage Coverage and any:

- a. Overdue or any deferred lease/loan 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.

This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

- a. Are provided comprehensive and collision coverages by the attached policy and
- b. Have not been previously titled under the motor vehicle laws of any state.

The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

If Auto Loan/Lease Gap Coverage **CA 20 71** is attached to this policy, the Loan/Lease Gap Coverage described above does not apply.

2. Paragraph **A.2. Towing and Labor** is replaced by:

**2. Towing and Labor**

We will pay up to a maximum of \$150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph **A.4.a. Transportation Expenses** is replaced by:

**a. Transportation Expenses**

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or "light or medium truck" type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

4. Paragraph **A.4.b. Loss of Use Expenses** is replaced by:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500.

If Optional Limits – Loss of Use Expenses Endorsement **CA 99 90** is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph **A.4. Coverage Extensions** is amended by the addition of:

**Electronic Logging Devices**

We will also pay, with respect to a covered "loss", up to \$5,000 in any one occurrence for the actual loss sustained to all electronic on-board recorder permanently installed in the "auto" but only with respect to a covered "auto".

A deductible of \$250 applies to any one occurrence.

In the event that there is more than one applicable deductible, only the highest deductible will apply.

#### **Personal Property**

If we pay for a "loss" to a covered "auto" caused by:

- a. Fire,
- b. Lightning,
- c. Theft or attempted theft if there are visible signs of someone breaking into the covered "auto" or the entire "auto" is stolen or
- d. Collision, we will extend coverage to pay for "loss" to personal property contained in or on the "auto" at the time of the "loss" to the "auto".

Under this extension:

- (1) The personal property must be owned by you, your family member or your employee.
- (2) We will pay up to \$500 in any one "loss".
- (3) This Personal Property coverage is excess over any other insurance available for the same "loss".
- (4) Personal Property does not include tools, jewelry, money or securities.

#### **Rental Reimbursement**

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of the private passenger or truck type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. 30 days.

Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. \$100 per day.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under – Physical Damage Coverage Extension.

If Rental Reimbursement Coverage **CA 99 23**, is attached to this policy, the Rental Reimbursement described above does not apply.

#### **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and Comprehensive, Specified Causes Of Loss or Collision Coverages are provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger or "light or medium truck" type.

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000
- b. The actual cash value of the damaged hired "auto" or
- c. The cost of repairing or replacing the damaged or stolen hired "auto".

Our obligation to pay for repair, return or replacement of a stolen hired "auto", will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light or medium truck" type for the applicable coverage.

Hired Auto Physical Damage Coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light or medium truck" type.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, the Hired Auto Physical Damage described above does not apply.

6. Paragraphs **B.3.a.** in the Business Auto Coverage Form and **B.4.a.** in the Motor Carrier Coverage Form are amended by the addition of the following:

#### **Accidental Airbag Inflation**

This exclusion does not apply to the accidental inflation of an airbag.

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

**Waiver of Depreciation – Private Passenger Vehicle**

If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

This coverage does not apply to a leased "auto".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

If Replacement Cost Coverage - Private Passenger Types **CA 04 41** is attached to this policy, the waiver described above does not apply.

8. Paragraph **D. Deductible** is amended by the addition of the following:

**Attached Autos**

If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

**Auto and Other Property Loss**

If you have a covered "loss" to Covered Property under a Commercial Property or Inland Marine Coverage Part under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

**Glass Repair – Waiver Of Deductible**

If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

**C. Changes In Business Auto Conditions and Motor Carrier Conditions**

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

This duty applies only when the "accident" or "loss" is known to:

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

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- a. Under a written contact or agreement with such person(s) or organization(s); and
  - b. Prior to the "accident" or the "loss."
3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

**Employee Hired Autos**

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

**D. Changes in Definitions**

1. Paragraph **C.** is replaced by the following:
  - C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.
2. The following definition is added:

"Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
(Ed. 4-84)

**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 the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

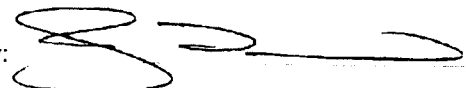
Date Prepared: April 10, 2024

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 1, 2024

Policy Number: 830-57398

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, positioned to the right of the 'Countersigned by:' label.

Insured: Landmark Construction and Emergency Svcs LLC

**WC 00 03 13** (Ed. 4-84)



**CITY OF MEMPHIS STANDARD CONTRACT FOR GOODS AND / OR SERVICES**

**PARTIES TO THE AGREEMENT.** This Agreement is made and entered as of the date of execution by and between Landmark Construction ("Contractor") and the City of Memphis, a municipal corporation of the State of Tennessee ("City").

**WITNESSETH**

**WHEREAS,** City, by and through its Division of Public Works has the need for provide miscellaneous goods and services for the T.E. Maxson and M.C. Stiles Wastewater Treatments Plants and sewer maintenance departments; and

**WHEREAS,** Contractor has the knowledge and expertise to provide such goods/services; and

**WHEREAS,** the parties desire to enter into an agreement setting forth the terms and conditions under which Contractor shall provide said goods/services;

**NOW THEREFORE,** for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

**PAYMENT TERMS AND CONDITIONS**

**DESCRIPTION OF GOODS / SCOPE OF SERVICES.** The goods / services to be provided in connection with this Agreement will include, but not be limited to, those items listed, if applicable, in the Request for Quote (RFQ)/Request for Proposal (RFP) and Contractor's response thereto, which are incorporated herein by reference and, if applicable, Exhibit A, attached hereto and incorporated herein as if stated verbatim. Said goods / services shall be provided in accordance with the applicable terms and conditions set forth, if applicable, in City solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment hereto and the terms and conditions contained, if applicable either in the solicitation document or the response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) Contractor's response, if applicable; (3) City's solicitation, if applicable.

**TERM.** This Agreement shall not be binding upon the parties until it has been signed first by Contractor and then by the authorized representatives of City in accordance with applicable ordinances, laws and regulations.

The Initial Term of this Agreement shall commence beginning upon execution and shall end on the earlier of 6-30-2029 or until all goods/services herein have been provided to City ("Initial Term"), subject to the availability and appropriation of funds to finance the same and the successful operation of the program.

City shall have the option to extend the Initial Term for two additional 12-month option period(s) (the "Option Periods"), subject to the appropriation of funds by the Memphis City Council and