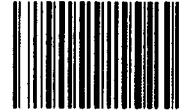




DIVISION OF FINANCE



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

**From:** Kristie Hardy, Purchasing Agent 

**DOCU-SIGN**

**Date:** June 5, 2024

**Subject:** Contract # 41086 - I&M EQUIPMENT AND PROJECT MANAGEMENT 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 goods 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: Estimated \$3,000,000.00/year. 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: Public Works

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

RFQ#: 183753

PO/ Contract #: A1086

Name & Date: K.P. 4/29/24

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	/		
Rcv'd IRS Tax Exempt Letter or Mem. Shelby Co. Bus. 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: Execution - 6/30/2029

Estimate/ NTE/ Total Cost (Circle One): \$ 3,000,000. ~ / yr.

Description for Processing: Miscellaneous Goods & Services for T.E Maxson & M.C. Stiles WNTA.

his document is now complete

CLOSE

From: Robert Knecht, Public Works Director 

To: Paul Young, Mayor

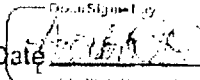
Via: Antonio Adams, Chief Operation Officer

DATE: 04/18/2024

SUBJECT: Wastewater Treatment Plant Miscellaneous Goods and Services- I&M Equipment & Project Management LLC

- Reviewed by OBDC
- Approved by OBDC
- Exemption

Reason \_\_\_\_\_

Sig/Date  \_\_\_\_\_

Brief: Memo

**1. Statement of Opportunity**

The T.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 LEL 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  
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.
- Cerlic 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

**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 AMOUNT</u>	<u>PERCENT</u>	<u>FIRMS M</u>	<u>FIRMS 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:     %**

*-no availability*

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

Date: 8/30/23

APPROVED: *K 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

4/29/24, 11:03 AM

SAM.gov | Search

 An official website of the United States government [Here's how you know](#)

**Important Reqs and Certs Update** [Show Details](#)  
*Mar 1, 2024*

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



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)


**Search** [All Words](#) e.g. 1606N020Q02

[See All Alerts](#)

X

X

 Sign In



**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

-

**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

[Simple Search](#)

[Search Editor](#)



- Any Words *i*
- All Words *i*
- Exact Phrase *i*

e.g. 123456789, Smith Corp  
 "I&M EQUIPMENT AND PROJECT MANAGEMENT LLC" x

Entity

Location

Status

- Active
- Inactive

> > <

Reset



## No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

**Search inactive**      **Go back**

Feedback

### Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)
- [System Alerts](#)
- Policies**
- [Terms of Use](#)
- [Privacy Policy](#)

### Our Partners

- [Acquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)
- [More Partners](#)
- Customer Service**
- [Help](#)
- [Check Entity Status](#)



4/29/24, 11:02 AM



Suppliers

Suppliers >

### Update I&M EQUIPMENT AND PROJECT MANAGEMENT LLC - 198321: Business Classification

Quick Update

Company Profile

Organization

Tax Details

Address Book

Contact Directory

Business Classification

Products & Services

Banking Details

Surveys

Approval History

Terms and Control

Accounting

Tax and Reporting

Purchasing

Receiving

Payment Details

Relationships

Invoice Management

#### Certification

Last Certified By  
7/7/2024 (format example: 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

Cancel Save

Cancel Save

4/29/24, 11:03 AM

The City of Memphis > Minority and Women's Business Enterprise (M/WBE) - Contract Compliance System

[Show directory information and instructions](#)

### Search Parameters

[Edit Parameters](#)   [Clear Parameters](#)

CERTIFICATIONS

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

BUSINESS NAME/DBA

I&M EQUIPMENTPROJECT MANAGEMENT LLC

### 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](#).

complete.

CLOSE

2. Contractor M&M Equipment & Project Management LLC Address: 127 Tulip Cove  
City/State/Zip Code: Memphis MS 38111

Contractor's Contact Name: Shannon McCarley Contractor's Email Address: Shannon@mmepm.com

3. BID REJECTION:

For purchase/construction of:

Explanation of rejection:

Request to Re-advertise:

4. CONTRACT AWARD RECOMMENDATION: RFQ/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# 41086 New Expiration:

For:

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

6. Submit Invoices to:

Dept. Contact Person: Derek McInry Address: 373 Stales 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./E.cum. Toll	Retainage:	\$
<input type="checkbox"/>	Transfer to PO	C. O. #	Attached	
<input type="checkbox"/>	Amendment			
<input type="checkbox"/>	Encumber	Encumbrance Amount	\$0.00	
<input type="checkbox"/>	Unencumber	Adjusted Contract Amount	\$0.00	

COST & SOURCE OF FUNDS

Type	Line #	Fund	Serv. Ctr	Account #	Project #	Task #	Award #	Amount
Misc Professional Services	(1)	0601	17090	52528				\$0.00
	(2)							
	(3)							
	(4)							
	(5)							
	(6)							

Appropriating Resolution Attached.

Other Attachments

SUBMITTED & APPROVED BY:

Don Hudgins 4/15/24 Service Center Approval Date

Antonio Adams 6/13/2024 Division Director D.D. Date

Director, OBDC Approval Date

Contract Analyst-Print Date

Purchasing & Procurement Supervisor Date

PENDING/PURCHASING APPROVAL:

Funds are available.  
Funds to be appropriated/transferred.

MEMORANDUM

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

---

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. **ContractAid 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



## **I&MEPM**

**I&M Equipment and Project Management, LLC**

**April 16, 2024**

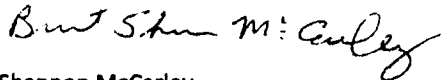
**Re: Request for Statements of Qualifications for Environmental Wastewater Miscellaneous Goods and /or Services**

To Whom It May Concern,

I, Shannon McCarley, Partner/Managing Member of I&M Equipment and Project Management (I&MEPM), certify to the City of Memphis (COM) that I&MEPM does not and/or, in connection with the services to be provided under the applicable Agreement, is not required to maintain the type(s) of insurance coverage indicated below the following reasons.

Workers Compensation – I&MEPM does not carry Workers Compensation because the company has fewer than 5 employees. Under Tennessee and Mississippi state law, employers with fewer than 5 employees are not obligated to carry Workers Compensation insurance coverage.

Best Regards,



Shannon McCarley  
I&MEPM  
Partner/Managing Member

127 Tulip Cove, Byhalia MS. 38611  
(573)344-8315

This is a great question, as it is different from what we normally see. Their Auto is a part of their General Liability policy as highlighted below, and they are good to go as far as Auto coverage is concerned. Thank you for double checking on this one!

<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		EACH OCCURRENCE	\$	1,0
CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED	\$	
A	<input checked="" type="checkbox"/> <b>Hired and Non-Owned Auto</b>	PREMISES (Ea occurrence)	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	1r
		GENERAL AGGREGATE	\$	2,0
		PRODUCTS - COMP/OP AGG	\$	2,0
			\$	

GEN'L AGGREGATE LIMIT APPLIES PER	
POLICY	PRO. LO:
<input checked="" type="checkbox"/> OTHER	

Kind Regards,  
*Alyssa (Jock) Collier*  
 Risk Management Analyst  
 City of Memphis  
 170 N. Main St, 5<sup>th</sup> Floor  
 (901) 636-6724

**From:** Meadors Jr, Roy <Alan.Meadors@memphistn.gov>  
**Sent:** Tuesday, May 21, 2024 10:16 AM  
**To:** Collier, Alyssa <Alyssa.Jock@memphistn.gov>  
**Cc:** McElroy, Derek <derek.mcelroy@memphistn.gov>  
**Subject:** Re: Insurance Requirements

Sorry, here they are.

*Alan Meadors*  
 Maintenance Manager  
 City of Memphis  
 M C Stiles WWTP  
 373 Stiles Dr  
 Memphis, TN 38127  
 901-636-4313 office  
 901-232-2990 cell

**From:** Collier, Alyssa <Alyssa.Jock@memphistn.gov>  
**Sent:** Tuesday, May 21, 2024 10:14 AM  
**To:** Meadors Jr, Roy <Alan.Meadors@memphistn.gov>  
**Cc:** McElroy, Derek <derek.mcelroy@memphistn.gov>  
**Subject:** Re: Insurance Requirements

Good morning, Mr. Meadors!

I'm happy to help! Can you please send the attachments at your earliest convenience? Thanks in advance.

Kind Regards,  
*Alyssa (Jock) Collier*  
 Risk Management Analyst

City of Memphis  
170 N. Main St, 5<sup>th</sup> Floor  
(901) 636-6724

---

**From:** Meadors Jr, Roy <Alan.Meadors@memphistn.gov>  
**Sent:** Tuesday, May 21, 2024 10:12 AM  
**To:** Collier, Alyssa <Alyssa.Jock@memphistn.gov>  
**Cc:** McElroy, Derek <derek.mcelroy@memphistn.gov>  
**Subject:** Insurance Requirements

Alyssa,

I have another request that I would a take a look at and let know that it is sufficient. The Auto Liability looks a little different because it came on a separate COI. Please advise.

Thank You,

*Alan Meadors*  
Maintenance Manager  
City of Memphis  
M C Stiles WWTP  
373 Stiles Dr  
Memphis, TN 38127  
901-636-4313 office  
901-232-2990 cell

## **Morgan, Scott**

---

**From:** McElroy, Derek  
**Sent:** Tuesday, May 21, 2024 11:51 AM  
**To:** Morgan, Scott  
**Subject:** Fw: Insurance Requirements  
**Attachments:** I&M\_Equip\_COI\_05\_20.pdf; COM Workers Comp Insurance Waiver Request.pdf

Scott,

See the below exchange from risk management regarding the insurance for the I&M Equipment & Project Management LLC contract you are holding.

Derek McElroy, P.E.  
Plant Manager  
M.C. Stiles WWTF  
City of Memphis, Division of Public Works, Environmental  
Office: (901) 636-4302  
Cell: (901) 378-7553

---

**From:** Meadors Jr, Roy <Alan.Meadors@memphistn.gov>  
**Sent:** Tuesday, May 21, 2024 10:41 AM  
**To:** Collier, Alyssa <Alyssa.Jock@memphistn.gov>  
**Cc:** McElroy, Derek <derek.mcelroy@memphistn.gov>  
**Subject:** Re: Insurance Requirements

Great, thanks for confirming!

*Alan Meadors*

*Maintenance Manager  
City of Memphis  
M C Stiles WWTP  
373 Stiles Dr  
Memphis, TN 38127  
901-636-4313 office  
901-232-2990 cell*

---

**From:** Collier, Alyssa <Alyssa.Jock@memphistn.gov>  
**Sent:** Tuesday, May 21, 2024 10:34 AM  
**To:** Meadors Jr, Roy <Alan.Meadors@memphistn.gov>  
**Cc:** McElroy, Derek <derek.mcelroy@memphistn.gov>  
**Subject:** Re: Insurance Requirements

Mr. Meadors,

City of Memphis City of Memphis Attn: Risk Management  
170 N. Main St.  
5th Floor  
Memphis, TN 38103



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2024

**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).**

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 844-472-0967      FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Berkshire Hathaway Direct Insurance Company      NAIC # 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> I&M Equipment and Project Management LLC  127 Tulip Cove Byhalia, MS 38611	

**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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired and Non-Owned Auto		X	N9BP161302	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			N9UM161351	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<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		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

**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 is listed as additional insured as it pertains to general liability (see endorsement attached).

Hired And Non-Owned Auto is included in the general liability policy limits (see endorsement attached).

<b>CERTIFICATE HOLDER</b>  City of Memphis City of Memphis Attn: Risk Manager 170 N. Main St. 5th Floor Memphis, TN 38103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Lateel G. G. G.</i>
--	---

City of Memphis City of Memphis Attn: Risk Management  
170 N. Main St.  
5th Floor  
Memphis, TN 38103



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2024

**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.**

<b>PRODUCER</b>  BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (844) 472-0967      FAX (A/C, No): (203) 654-3613 E-MAIL ADDRESS: salessupport@biberk.com PRODUCER CUSTOMER ID:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b>  I&M Equipment and Project Management LLC 127 Tulip Cove Byhalia, MS 38611	INSURER A: Berkshire Hathaway Direct Insurance Compai      236220	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Location: 127 Tulip Cove Byhalia, MS 38611  
 Bldg #001: General Contractor Only - 7450103

**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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
X	PROPERTY	N9BP161302	11/20/2023	11/20/2024	BUILDING	\$ 0		
	CAUSES OF LOSS						PERSONAL PROPERTY	\$ 0
	BASIC						BUSINESS INCOME	\$ *
	BROAD						EXTRA EXPENSE	\$ *
X	SPECIAL						RENTAL VALUE	\$
	EARTHQUAKE						BLANKET BUILDING	\$ n/a
	WIND			BLANKET PERS PROP	\$ n/a			
	FLOOD			BLANKET BLDG & PP	\$ n/a			
					\$			
					\$			
	INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS					\$		
	NAMED PERILS	POLICY NUMBER				\$		
						\$		
	CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$		
						\$		
						\$		
						\$		

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
  
 \* ALS up to 12 months.

<b>CERTIFICATE HOLDER</b>  City of Memphis City of Memphis Attn: Risk Management 170 N. Main St. 5th Floor Memphis, TN 38103	<b>CANCELLATION</b>  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 



POLICY NUMBER: N9BP161302

**BUSINESSOWNERS**  
BP 04 04 01 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Coverage	Additional Premium
A. Hired Auto Liability	\$43.00
B. Non-owned Auto Liability	\$76.00

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-owned Auto Liability**

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. **Applicable To Business Liability Coverage** in **Section II – Liability**, other than Exclusions a., b., d., f. and i. and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

**2. Paragraph C. Who Is An Insured in Section II – Liability is replaced by the following:**

1. Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
  - (1) Any partner or "executive officer" of yours; or
  - (2) Any "employee" of yours;  
but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph H. **Other Insurance in Section III – Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.

3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

POLICY NUMBER: N9BP161302

BUSINESSOWNERS  
BP 04 50 01 06

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:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Memphis City of Memphis ISAOA/ATIMA	various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph C. **Who Is An Insured in Section II – Liability:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. 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.

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:

- 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 location 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.

**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 I&M Equipment & Project Management LLC ("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

mutual agreement of the parties, evidenced in writing. The Initial Term and the exercised Option Periods are collectively referred to hereinafter as the "Term."

Eligible costs authorized by City and incurred after the Initial Term begins, but prior to the execution of this Agreement, shall be paid under this Agreement.

**INVOICES.** Contractor shall submit original invoices, or copies of original invoices certified as such by Contractor, on Contractor's letterhead and in form and substance acceptable by City and with all necessary supporting documentation, to City. Contractor shall invoice in duplicate, if requested. The invoice shall describe the goods (the items sold) or services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates. Unless the contract number is shown on the invoice, it may be returned to Contractor. Invoices shall be submitted to: Division of Public Works Stiles Wastewater Treatment Plant, 373 Stiles Drive; Memphis, Tennessee 38127; Attn: Don Hudgins.

#### **COMPENSATION.**

Unless City has good faith and reasonable objections to Contractor's invoice(s), City shall compensate Contractor, based on invoices submitted by Contractor in accordance with the terms of this Agreement, the sum total up to an estimated \$3,000,000 (the "Fee") per year during the Initial Term of the Agreement, which shall include all reimbursable expenses/cost. City shall use its best efforts to remit payment based on Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by City. City is not obligated to pay, and may withhold from payment, any amounts City has in dispute with Contractor based on Contractor's non-performance/delivery, unsatisfactory performance/delivery or negligent performance/delivery of any services or goods hereunder.

City reserves the right to review all Charges billed and incurred on a monthly basis.

**COMPENSATION FOR CORRECTIONS.** No compensation shall be due or payable to Contractor pursuant to this Agreement for any of the goods delivered or services performed by Contractor to correct goods delivered or services performed, when such corrections are required as a direct result of negligence by Contractor to properly fulfill any of its obligations herein.

**TRAVEL EXPENSES.** Where travel expenses are otherwise allowed and payable herein, such travel expenses shall be in accordance with City's Travel Policy and Procedures, as may be amended from time to time. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by City.

**TAX PAYMENTS.** City of Memphis is exempt from federal excise, state and local taxes on all purchases and upon request will issue tax exemption certificates to Contractor. Contractor shall be solely responsible and liable for any taxes and business license fees assessed or imposed by any government having jurisdiction over the services and/or goods to be provided herein.

**PAYMENT DOES NOT IMPLY ACCEPTANCE OF GOOD/SERVICE.** The payment of an

invoice shall not prejudice City's right to object to or question any invoice or matter in relation thereto. Such payment by City shall neither be construed as acceptance of the good/service nor as final approval of any of the costs invoiced therein, and City's payment shall not relieve Contractor from its obligation to replace or correct any good/service that do not conform to this Agreement, even if the unsatisfactory character of such good/service may have been apparent or detected at the time such payment was made. Good/service, data or components that do not conform to the requirements of this Agreement shall be rejected by City and replaced by Contractor, without delay or additional cost to City.

If Contractor receives payment from City for good/service or reimbursement(s) that is later disallowed or rejected by City (or another governmental entity on the basis of audit or monitoring), Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due to Contractor under this Agreement or any other agreement.

**FINAL CONTRACT INVOICE.** Contractor shall submit to City a final contract invoice within 45 calendar days from the termination date of the Agreement, for any goods/services provided pursuant to this Agreement. Contractor further acknowledges and agrees City will not be responsible for any Contractor invoices, pertaining to this Agreement, submitted to City after the final contract invoice. Contractor shall close out its accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections, related to this Agreement, are NOT carried forward.

### **GENERAL TERMS AND CONDITIONS**

**AMENDMENT.** This Agreement may be modified or amended only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable laws and regulations.

**ASSIGNMENT, SUBCONTRACTING, or TRANSFER.** Contractor shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by City. No subcontracting, assignment, delegation or transfer shall relieve Contractor from performance of its duties hereunder; neither shall City be responsible for the fulfillment of Contractor's obligations to its transferors or subcontractors. Upon request of City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Contractor to replace such subcontractor or perform the services that were being performed by such Contractor itself if City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. City reserves the right to terminate the Agreement if Contractor, in whole or in part, is acquired by another entity during the term of this Agreement. In the event Contractor is allowed to sublet any part of the Agreement, Contractor shall be as fully responsible