

City of Fayetteville Staff Review Form

2020-0386

Legistar File ID

5/19/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

5/1/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Thermal Process Systems, Inc. in the amount of \$618,319.61 to repair the roofs of the six solar drying houses at the Biosolids Solids Management Site, approval of a project contingency in the amount of \$61,832.00, and approval of a budget adjustment.

Budget Impact:

5400.730.5800-5400.00

Water and Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,207,504.00

Funds Obligated \$ 1,067,314.69

Current Balance **\$ 2,140,189.31**

Does item have a cost? Yes

Item Cost \$ 680,151.61

Budget Adjustment Attached? Yes

Budget Adjustment \$ 680,152.00

Remaining Budget **\$ 2,140,189.70**

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MAY 19, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: May 1, 2020

SUBJECT: Repair of Storm Damage to Solar Drying Houses at the Biosolids Management Site.

RECOMMENDATION:

Staff recommends approval of a contract with Thermal Process Systems, Inc. in the amount of \$618,319.61 to repair the roofs of the six solar drying houses at the Biosolids Solids Management Site, approval of a project contingency in the amount of \$61,832.00, and approval of a budget adjustment.

BACKGROUND:

The Biosolids Management Site utilizes a series of (6) six solar houses, approximately 48,000 total square-feet, to partially dry wet biosolids prior to the thermal drying process for production of Class-A, biosolids fertilizer. The Noland and West Side treatment facilities produce an average of over 100,000 lbs. of belt-pressed biosolids every day. The solar houses and thermal dryer are tandem processes that reduce the daily biosolids volume down to approximately 15,000 lbs. of Class-A, Exceptional Quality fertilizer. The solar houses process nearly 25% of all biosolids annually, while processing nearly 40% during peak summer drying months. The biosolids drying process saves the city significant landfill costs annually, as well as allows for beneficial reuse of the biosolids material.

On May 18, 2019 a severe storm passed through the Fayetteville area, more specifically in the vicinity of the City's Biosolids Management Site located at 16464 East Wyman Road. According to the National Weather Service, high-wind conditions, or winds greater than fifty to sixty miles per hour (50-60 mph), were recorded within ten (10) miles of the site around the time of the damage. Maximum wind speed was sixty-three miles per hour (63 MPH) at the Fayetteville, Arkansas Airport, approximately ten (10) miles southwest of the subject building.

The visible damage consisted of missing and damaged roof panels on the far interior end of every solar house; structural damage to several air intake doors; and missing or damaged end caps, roof caps, and metal battens. The solar houses are still in partial use for drying biosolids but with greatly reduced capacity due to the missing and damaged panels.

DISCUSSION:

The damage to the solar houses has greatly reduced the fertilizer output and increased operational costs at the BMS. This has led to additional costs related to increased thermal dryer demand, increased trips to the landfills, and the diversion of BMS labor from hay production and water treatment residual application. The solar house damage loss is estimated to be \$46,115.86 through December 2019.

A qualified inspector from the solar house manufacturer as well as the original installer performed a thorough inspection on March 3rd, 2020. Their finding was that 90% of the roof panels were damaged. Besides the obviously blown out panels and damaged glazing bars, nearly every roof panel has been comprised; broken thru or cracked around the fasteners. In addition to the drying efficiency loss, the rainwater that enters through the damaged roof causes the biosolids to go septic and release odors through the missing solar panel openings affecting BMS neighbors.

Staff recommends approval of the contract with Thermal Process Systems, Inc. to repair the damaged roofs at the Biosolids Management Site. The work will be performed through their subcontractor, Rough Brothers Inc., an Arkansas-licensed contractor.

BUDGET/STAFF IMPACT:

Funds will be moved from the Water System Rehabilitation account to the WWTP Building Improvements account to cover the costs of the repair. The City is still coordinating with the insurance company and intend to give the contractor notice to proceed after the insurance details are settled. The City anticipates that insurance will cover all the damage and restore it to its full operational capacity.

Attachments:

Contract
Budget Adjustment



This contract executed this _____ day of _____, 2020, between the City of Fayetteville, Arkansas (City), 113 W Mountain, Fayetteville, Arkansas, 72701 and Thermal Process Systems, Inc. (TPS).

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. TPS at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete repairs related to claim number 5630039221, wind/storm damage to the six (6) biosolids solar buildings on or about May 18, 2019 per repair estimate in the amount of \$618,319.61 US DOLLARS.
2. TPS is aware and understands the repair work associated with the biosolids facility is in reference to a claim filed by the City with its property insurance carrier and agrees:
 - A. To coordinate with the City's insurance carrier for claim information including any supplemental claims that may need to be filed for additional repair work discovered during contracted work.
 - B. To only begin repairs when authorized with a formal Notice to Proceed has been issued by the City.
 - C. To work with the City to revise scope upon the City's finalized claim information with the insurance carrier.
3. The City of Fayetteville shall pay for completion of each project based on prices indicated in TPS' estimate for repairs. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City reserves the right to withhold retainage in an amount not to exceed state contract limitations.
4. The Contract documents which comprise the contract between the City of Fayetteville and TPS consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Appendix A: Repair Quotation, dated 4/7/2020 for scope of work from TPS
 - B. Appendix B: TCP's Certificate of Insurance
5. These Contract documents constitute the entire agreement between the City of Fayetteville and TPS and may be modified only by a duly executed written instrument signed by the City of Fayetteville and TPS.
6. TPS shall not assign its duties under the terms of this agreement.
6. TPS agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from TPS' performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
1. TPS shall furnish a certificate of insurance addressed to the City of Fayetteville, showing bound coverage, as listed in Appendix B, which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee

engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, TPS shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance required herein shall be paid by TPS.

2. TPS shall furnish proof of licensure as required by all local and state agencies in addition to proof of licensure for any subcontractor associated with this contract.
3. **Project Bonding: Performance and payment bonding.** After execution of this contract by all parties, TPS shall provide a 100% **separate** performance and payment bond from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be provided within ten (10) calendar days after contract has been fully executed. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.
4. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
5. **Changes in scope or price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas with Arkansas law** applying to the case.
7. **Arbitration/Mediation:** The City will not agree to be forced to mediate or arbitrate any dispute.
8. **Interest charges for late payments by the City:** The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.
9. **Lien Waivers:** The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. TPS shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

CITY OF FAYETTEVILLE, AR

By: _____
LIONELD JORDAN, MAYOR

THERMAL PROCESS SYSTEMS, INC.

By: Richard L Pressley *President*
Printed Name & Title

Richard L Pressley
SIGNATURE

ATTEST:

ATTEST (if applicable):

Kara Paxton, City Clerk

Company Secretary

Date Signed: _____

627 East 110th Ave
Business Address

Crown Point, IN 46307
City, State & Zip Code

Date Signed: April 30, 2020

Contract for Repair of Biosolids Facilities: Appendix A



REPAIR QUOTATION

THERMO-SYSTEM®
ACTIVE SOLAR DRYER™



THEMAL PROCESS SYSTEMS, INC. | 627 EAST 110TH AVE. | CROWN POINT, IN 46307 | O: (219) 663-1034 | E: INFO@THERMALPROCESS.COM

Tuesday, April 7, 2020

Reference: Thermal Process Systems, Inc. Offering N° TPS-P200407 A

Client: City of Fayetteville
Contract for: Repair of Biosolids Facilities from Storm/Wind Damage
Term: Single Project, Referencing Property Insurance Claim# 5630039221
Location: Biosolids Management Site, 16464 E Wyman Rd., Fayetteville, AR 72701

1. Part One: General

Thermal Process Systems (TPS) is pleased to provide the following proposal to the City of Fayetteville, AR for the materials and labor for the re-glaze of the existing six (6) gutter connected a-frame Thermo-System® Active Solar Dryer™ System (Project), per the correspondence with Thermo-System Product Manager: Mr. Alexander K. Kraemer (AKK). Should this proposal be accepted, TPS will complete the Project in accordance with the terms and conditions of this agreement.

2. Part Two: Materials A-Frame

- 2.1. Materials to re-glaze the roof only on six (6) existing gutter connected houses 42'0" wide by 204' long each, totaling 51,408 sq. ft.
- 2.2. New roof glazing to be 8 mm thick clear twin wall no drip polycarbonate.
- 2.3. Existing roof glazing system is extruded aluminum roof rafters for 8 mm thick structured sheet, spaced on 72" centers. TPS to provide new EPDM gaskets and stainless-steel screws on 9" centers. Existing rafters and caps to be re-used.
- 2.4. One hundred (100) pcs of new 8 mm thick bar cap w/ pvc gasket installed and punched on 9" centers by 288" long each.
- 2.5. Five (5) pcs extruded aluminum rafters by 288" long each.
- 2.6. Ten (10) pcs of 8 mm thick end rafter by 264" long each.
- 2.7. Ten (10) pcs of ridge flashing by 10'0" long each.
- 2.8. TPS to provide necessary fasteners, panel supports, and sealant.
- 2.9. Two (2) gable vent top rails, two (2) gable vent bottom rails, and six (6) mullions with caps.
- 2.10. Four hundred and fifteen (415) pcs of 71¼" wide by 276" long 8 mm thick clear twin wall no drip polycarbonate.
- 2.11. Three (3) pcs of 71¼" wide by 256" long 8 mm thick clear twin wall no drip polycarbonate.
- 2.12. Three (3) pcs of 71¼" wide by 132" long 8 mm thick clear twin wall no drip polycarbonate.

3. Part Three: Gable(s)
Not included.

4. Part Four: Sidewall(s)
Not included.

5. Part Five: Installation/Labor

TPS will provide the installation of the Project using sub-contractors, licensed and insured in the State of Arkansas. A COI and a copy of a valid Contractor's License shall be issued to the City upon approval of this Agreement.

- 5.1. TPS will be responsible to unload the materials from the truck(s) using the City's forklift.
- 5.2. TPS will provide two (2) scissor lifts for the duration of the Project.
- 5.3. TPS will erect and install all TPS supplied materials listed in Part Two.
 - 5.3.1. When removing the old panels, the roof bars will be cleaned out, prior to the installation of the new panels.
 - 5.3.2. The sludge and debris will mostly fall into the chamber. Removal of the debris is the responsibility of the City – reference Part Six. 6.5
- 5.4. TPS' labor is non-union. Should union labor, prevailing wage, or contractor license situations arise and/or exist, TPS will discuss the up charge with the City. Labor rates are construction crew specific based on best available pricing during COVID-19. Based on availability, TPS reserves the right to postpone installation dates to utilize the specific construction crew intended for the project.

6. Part Six: Exclusions

In addition to any other exclusions set forth in this Agreement, the following items are not included in this Agreement:

- 6.1. Site Preparation, & Special Inspections.
- 6.2. State Product Approvals & IBC Glazing Codes.
- 6.3. Engineered Drawings.
- 6.4. Setting of limits on all vent motors. TPS can assist Customer-hired electrician.
- 6.5. Dumpsters, disposal of old materials, trash removal, restroom requirements.
- 6.6. Power, and water supply are the responsibility of the City during project.
- 6.7. Removal of Biosolids from solar dryer chamber prior to the Project start date.
- 6.8. Sales Tax – refer to tax exemption.
- 6.9. Cleaning of the Project.

7. Part Seven: Taxes

TPS tax certificate is attached. Exemptions are listed.

8. Part Eight: Pricing

Pricing for all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance and all other accessories and services necessary to complete repairs related to claim number 5630039221, wind/storm damage to the six (6) biosolids solar buildings on or about May 18, 2019 in the amount of:

Total Contract Amount: US\$ 618,319.61 Dollars excl. Tax

Pricing is only valid for 30 days from Agreement date.

Changes, modifications, or amendments in scope, price or fees to this contract shall only be allowed with prior formal contract amendment approved by the City in advance of the change in scope, cost or fees.

9. Part Nine: Payment Terms

For the Materials & Labor - Should the contract amount not be paid in full upon the Effective Date, the following payment plan is required:

- 9.1. An initial payment of: 40 % of the contract amount upon the Effective Date.
- 9.2. A 2nd payment of: 50 % of the contract amount prior to shipment.
- 9.3. A 3rd payment of: 10 % of the contract amount upon the roof being covered (less the final payment).
- 9.4. A final payment of: US \$10,000 due upon Substantial Completion.

Once the City has approval and acceptance of work, the City shall make payments approximately 30 days after receipt of invoice. The City reserves the right to withhold retainage in an amount noted in 9.4, not to exceed state contract limitations.

It is understood that the City will pay all invoices within 30 calendar days of accepted invoice. Although the City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments, if full payment has not been received within 12 months of the Effective Date, the balance of the project can and will be subject to price adjustments due to changes in material costs, labor costs, freight costs or material storage.

Any charges above the original contract amount shall be invoiced as the costs are incurred by TPS, and as materials are shipped, if such charges include a change in the materials for the Project. The City agrees that all such invoices shall be paid in full no later than thirty (30) days from date of invoice.

10. Part Ten: Freight & Delivery

All prices quoted are F.O.B., F.C.A., source based on the respective method of delivery. Delivery of products will be made by a carrier selected by TPS, either by a single delivery or delivery in lots. Title and risk of loss arising from any cause pass to TPS delivery to a carrier consigned to TPS. TPS shall be responsible for the unloading of products consigned to the City. Specifically, trucks and containers have a two (2) hour timeframe to be unloaded from arrival. If the unloading takes longer than 2 hours, no additional costs & fees are to be charged to the City. Times of delivery & construction, when given, are estimated, but are not guaranteed. TPS shall not be liable to compensate the City for damages resulting from delays in shipment, delivery, or erection. In the event of any delay in delivery due to a Force Majeure Event, the City agrees either to accept delivery at such time as delivery can be effected, or, at its option, to compensate TPS for all costs of production (including, but not limited to costs of materials, labor, and overhead) incurred up to the time TPS receives written notice of City's desire to have production of the order stopped.

- 10.1. TPS is responsible for unloading Project materials & equipment shipped to the job site. The City shall provide a forklift.
- 10.2. In order to lower overall transportation costs, TPS shall arrange to have the materials shipped directly from the manufacturer to the Project Site.
- 10.3. Once the delivery company has accepted the material, TPS is responsible if there is any damage or loss.
- 10.4. Once the materials are accepted the City shall take on the responsibility of:
 - 10.4.1. proper storing,
 - 10.4.2. any damage and/or loss.

11. Part Eleven: Duration of Proposal & Confirmation

Unless specified to the contrary, all prices stated in this proposal shall be valid for thirty (30) days from the date of the proposal, unless the proposal first is rescinded by TPS. If this proposal is signed by the City and accepted by TPS it shall become a binding legal contract.



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12. Part Twelve: Cancellation

Orders for material or equipment cannot be cancelled after acceptance, either in whole or in part, nor is material returnable for credit or otherwise.

13. Part Thirteen: Entire Agreement

This Agreement constitutes the entire agreement of TPS and the City. This Agreement supersedes any and all prior understandings and promises, written or oral, between TPS and the City.

14. Part Fourteen: Jurisdiction

Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

15. Part Fifteen: Arbitration/Mediation

The City will not agree to be forced to mediate or arbitrate any dispute.

16. Part Sixteen: Miscellaneous Provisions

By signing this agreement, the City agrees that it will use the structure and systems for only purposes that comply with the law, and warrant that they have all the appropriate and necessary, up to date, licenses and governmental approvals to so use the structure and systems, and will maintain those licenses or approvals. This Agreement shall be interpreted, construed, and enforced only under the laws of the State of Arkansas. The Parties further agree that any claims of the City brought in law or equity, based on any theory of recovery (including without limitation warranty, tort, or otherwise), relating to the work performed under or ancillary to this Agreement or in any way in relationship to the services provided under this Agreement are and shall be governed solely by Arkansas law. This agreement shall be binding and inure to the benefit of the parties, their personal and legal representatives, their heirs and beneficiaries, and their assigns and successors-in-interest. The City may not assign this agreement without the prior written consent of TPS. In the event any provision hereof is found invalid or unenforceable according to its terms, such provision shall be enforced or severed to the extent possible without affecting the remainder of the Agreement. This letter is a proposal that, when executed by all parties subject to the above terms, will become the Agreement ("Agreement") entered into by Thermal Process Systems, Inc. ("TPS") and the City of Fayetteville ("the City"). This Agreement is effective (the "Effective Date") as of the date of TPS' signed acceptance of the City's signed proposal, subject to TPS' acceptance of the City's credit application. Once fully signed, TPS will complete the Project in accordance with the terms and conditions of this Agreement and the City will be strictly bound by all the terms and conditions of this Agreement.



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17. Part Seventeen: Warranty & Limitation on Liability

TPS warrants that its products will be free from material defects for a period of one (1) year after the date the Project is Substantially Completed. This warranty shall not be extended beyond its original twelve-month term for any reason. Installation and operation of the goods or products in any manner other than that recommended in TPS' specifications or any other written communications shall void this warranty granted by TPS. This warranty shall also be rendered void, if the City fails to pay for the goods and/or service according to the payment terms hereunder or does not follow the recommended maintenance and/or construction procedures. If the City fails to provide written notice to TPS within the earlier of: (a) 30 days after the defect is first discovered or should have been discovered, or (b) one year after the Project is Substantially Completed, TPS shall not be obligated to honor the warranty claim.

TPS makes no warranties as to items and components furnished and warranted by others or as to any item, which is furnished by TPS and altered, damaged or misused by others or by inclement weather, flooding, or other casualty. The City agrees that its sole recourse as to items and components supplied by others is to make a claim against the manufacturer of such products under that manufacturer's warranty, if any. The City shall have no claim against TPS for such product defect failures or otherwise in connection with such products. Attachment with wirelock, polylock, springlock &/or extrusions are not guaranteed to mechanically hold polyethylene or cladding, any failure associated with a polyethylene or cladded roof or vent with this method or similar method of attachment is not warranted.



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In the event of a claimed defect in any material or workmanship furnished by TPS, which is covered by the warranty provided above, the City agrees to promptly (and in no event later than 30 days after the defect is first discovered or should have been discovered) notify TPS in writing of the claimed defect. If such defect is covered by the warranty provided in the first bullet of this section (as determined by TPS in its sole discretion), TPS, at its option, will either repair or replace the defect and TPS' liability under the warranty is strictly limited to such repair or replacement without charge during the warranty period. If inspection, replacement, or repair is made at the City's premises, the City shall pay all labor, transportation, and lodging expenses.

TPS reserves the right to inspect all materials and workmanship alleged to be defective or in non-conformance, and the City agrees to hold and protect all products or materials for which the City has given notice as stated above until the City is instructed to do otherwise by the City. While such products or materials are in the City's possession, the City shall not alter such products or materials and the City shall be liable for all alterations or damages to products or materials.

Waiver of Subrogation – the City specifically and irrevocably waives all rights and actions against TPS/Subcontractors for any of Customer's damages caused in whole or in part by the Project or by TPS/Subcontractors' alleged commission of a tort or breach of this Agreement, to the full extent such damages are covered by property insurance or any other insurance. This irrevocable waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



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INFO@THERMALPROCESS.COM

Date: April 8, 2020

Thank you for your order. When we have received all the following paperwork, we will be able to initiate the production of your order.

1. Signed Contract
2. Down Payment (corresponding to the terms of the contract)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pillar Group Risk Mgmt A division of Dimond Bros. 11708 North College Avenue Carmel, IN 46032	CONTACT NAME: Susan Welsh
	PHONE (A/C, No, Ext): 317-853-3572 FAX (A/C, No): 317-853-3573 E-MAIL ADDRESS: swelsh@pillargrp.com
INSURED Thermal Process Systems, Inc. 627 East 110th Avenue Crown Point, IN 46307	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Insurance Company NAIC # 23396
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 19-20 Master 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 INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP2033320	11/08/2019	11/08/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			CA2089406	11/08/2019	11/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$-0-			CU2041038	11/08/2019	11/08/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC2033321	11/08/2019	11/08/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation			IM2073457	11/08/2019	11/08/2020	\$750,000

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

RE: Work done for certificate holder

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville Arkansas Biosolids Management 1664 E Wyman Rd Fayetteville, AR 72704	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 