



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
WATER MANAGEMENT	SANDRA SCAMARDI	312-744-6579	12/30/22	
Contract Liaison	Email Contract Liaison	Telephone		
SANDRA SCAMARDI	sandra.scamardi@cityofchicago.org	312-744-6579		

List Name of NCRB Attendees/Department

Matthew Quinn	DWM
Anthony Falada	DWM
Felicia Rawlings	DWM
Sandra Scamardi	DWM

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: **KOBUS INC.**

Contact Person:	Phone:	Email:
TOM ATIENZA	216-615-5750	tom@kobus-inc.com

Project Description: **PURCHASE KOBUS PIPE PULLERS, MAINTENANCE SERVICE, REPAIRS, PARTS, AND CONSUMABLES**

This is a request for:

<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Amendment / Modification
Contract Type	Type of Modification
<input checked="" type="checkbox"/> Blanket Agreement Term: <u>36</u> (# of mo)	<input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change
<input type="checkbox"/> Standard Agreement	Contract Number: _____
	Specification Number: <u>1256834</u>
	Modification Number: _____

Department Request Approval DEPARTMENT HEAD OR DESIGNEE PRINT NAME	1/11/23 DATE	Recommended Approval BOARD CHAIRPERSON PRINT NAME	2/9/2023 DATE
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(FOR NCRB USE ONLY)	
Recommend Approval/Date: _____	
Return to Department/Date: _____	
Rejected/Date: _____	

Approved **Rejected**

	2/9/2023
CHIEF PROCUREMENT OFFICER	DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. & 2. This is a new and first time requirement (mandated by State Law <https://www.epa.gov/ground-water-and-drinking-water/lead-service-line-replacement>) for the replacement of lead service lines.
3. DWM needs a particular technology only available under the patented solution from Kobus.
4. DWM identified Gloucester County VA that put out IFB-22-026 LAS which yielded a sole bidder: Kobus, Inc. DWM also contacted Brittnay Gonyaw at City of Bay City MI, and the City of Kalamazoo.
5. & 6. As technology and the market place evolve and upon expiration of this Contract, DWM will certainly research this requirement as needed and look again for competitive options. As it stands, Kobus holds four (4) patents for its technology: the "Winch & Method of Use" that expires March 14, 2036, the "Portable Winch Assembly" has an expiration date of July 3rd, 2030, "Method for Replacing Pipes and Apparatus" expires August 21, 2028, and "Components for Replacing Pipes, Method of Use and Kit of Parts for Use in Removing Pipes, that expires May 22, 2037. In the future, competitive bidding may or may not be feasible based on market place landscape at the time and any new technology.

ESTIMATED COST

1. The cost for this requirement is estimated at \$7,791,624.00 over three (3) years plus and estimated \$11,038,096 over the two (2) year extension, for an estimated total of \$18,830,260.00

The funding source is: 022-0F69-882025-4003-22000- 30001051
2. The estimated cost by fiscal year 1 is \$1,428,364.00. The average fiscal year cost over three (3) years is \$2,597,208.00
3. The estimate is based on the quote submitted by Kobus Inc. at a unit cost of \$64,880 fully loaded for a functional pipe puller, \$4,000 per machine for bi-annual routine maintenance, including parts and labor). In terms of consumables and spare parts, the yearly expenditure for pulling cables (high usage consumable) is estimated at \$1,125,000, about \$5,086 per machine for other consumable and spare parts for non-routine maintenance, and fifteen (15) hours of labor per machine at \$125.00 per hour, on an annual basis. DWM intends to purchase twelve (12) Pipe Pullers over the original three (3) year term and eight (8) additional machines during the two (2) year time extension.
4. The City does not have any investment expense and there are no tasks or tooling that would be a duplication at City's expense. This machine will reduce the restoration costs in the streets and parkway by reducing excavating by 50% amounting to over \$20 million.
5. DWM tried negotiating however the Contractor does not offer any discount regardless of quantities. The Contractor operates fair pricing policy. The loaded price per machine is \$64,880.00 and DWM believes this cost is reasonable. DWM successfully negotiated that any and all spare parts per the Spare Parts list price will remain fixed for three (3) years.

SCHEDULE REQUIREMENTS

1. DWM attended a demonstration on the equipment last June 2022 and started working on the requirement in August 2022.
2. Neither a lack of drawing nor lack of specification was a constraining factor to competitive bidding. Kobus pipe pullers are a patented technology.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

3. DWM is required by State Law to implement lead service lines replacement (LSLR) on all breaks and leaks that occur starting January 1, 2023. DWM would like to have the equipment by December 1, 2022 to initiate training of Staff to meet the January 1, 2023 deadline. LSLR is a 40 year project.

4. Competitive bidding would greatly delay the process provided that this technology is only available through Kobus and its patented equipment. Not complying would be a violation of State law and increase the cost to the City by over \$20 million.

EXCLUSIVE OR UNIQUE CAPABILITY

1. This requirement does not warrant the hiring of a specific person or firm as a Professional Service Consultant. Training will take place in house. Kobus is only providing the equipment, parts, and technology patented under four (4) patents as follows:

- Winch & Method of Use, patent # US-10348069-82

- Portable Winch Assembly, patent # US-8550438-82

- Method for Replacing Pipes and Apparatus, patent # US-8277147-B2

- Components for Replacing Pipes, Method of Use and Kit of Parts for Use in Removing Pipes, patent # US-10343877-82

2. Kobus technology and methods are patented. Kobus personnel has been trained and is specifically and uniquely specialized to work on the proprietary equipment.

3., 4., 5., The patented technology for that type of equipment is unique. Currently, the main techniques to replace Water, Gas or other service pipes are either open cut excavation, pull with a backhoe, impact moling, pipe bursting or horizontal directional drilling. All of these have limitations. Most notably, open cut excavation is one of the most frequently used but it is expensive, disruptive and time consuming, particularly because of the depth of most services. Pipe Pulling, until now, has been restricted to the crude use of a backhoe. The KOBUS Pipe Puller offers a safer method. It minimizes the risk of operators and members of the public being injured from potentially dangerous flying debris. Furthermore, the pull is continuous – no stop and start as a length of pipe is removed. As a result, Water, Gas and other service pipe replacement can be done faster, more effectively, cheaper and more safely than other traditional methods. The Kobus Puller is designed with a small footprint. The tapered design on the foot section allows better clearance from surrounding utilities. The Puller is positioned easily in small excavations, even with very congested utilities, and doesn't require a large clear flat area at the base of the excavation. Kobus supplies a specially designed pulling cable which comes complete with integral ferrule and expander. The ferrule allows attachment to the new pipe so it can be towed in behind the old pipe. The expander opens up the bore hole behind the old pipe. The cable is ready to use without the need for any fiddly assembly on site.

6. The equipment will be used to pull lead water services from the ground and at the same time replace them with a new copper service, with limited disruption to City streets, parkways, and home owners' property. No other manufacturer offers this technology, equipment, consumables, or parts.

7. Competition is precluded due to the existence of patent rights.

8. The firm is the manufacturer and only authorized dealer/distributor.

OTHER

NA



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 12/30/2022

Department Name: WATER MANAGEMENT

Requisition No: 488449 Specification No: 1256834

PO No: Modification No:

Contract Liaison: SANDRA SCAMARDI

Telephone: 312-744-6579

Email: Sandra.Scamardi@cityofchicago.org

Project / Program Manager: Felicia Rawlings

Telephone: 312-745-0581

Email: Felicia.Rawlings@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

1) Funding: Attach information if multiple funding lines
 2) Individual Contract Services: Include approval form signed by all parties
 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature
Sandra Scamardi

*By signing this form, I attest that all information provided is true and accurate.

Project Title: PURCHASE KOBUS PIPE PULLERS, MAINTENANCE SERVICE, REPAIRS, PARTS, AND CONSUMABLES

Project Description: NEW REQUIREMENT FOR A NON-COMPETITIVE THREE (3) YEAR CONTRACT

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	022	0F89	88	2025	4003	22000	30001051		\$7,791,624

Check One:

New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature
Felicia Rawlings

*Commissioner Authorized Designee Signature
Felicia Rawlings

Purchase Order Information:

Contract Term (No. of Months): 36

Extension Options (Rate of Recurrence): 2X1 / 1X2 years

Estimated Spend/Value:

Grant Commitment / Expiration Date: \$7,791,624

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)
 IDOT Concurrence

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No ___

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No

Vendor Information

Name: KOBUS INC.

Contact: Tom Atienza

Address: 2911 Pasadena Blvd, B200, PASADENA, TX 77503

E-mail: tom@kobus-inc.com

Phone: 216-615-5750



CITY OF CHICAGO

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DEPARTMENT OF WATER MANAGEMENT

January 6, 2023

Ms. Aileen Velazquez
Chief Procurement Officer
Department of Procurement Services

Attn: Non-Competitive Review Board
Department of Procurement Services

Subject: Non-Competitive Procurement
Purchase of Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables
Req. No. 488449 Spec. No. 1256834

Dear Ms. Velazquez:


The Department of Water Management (DWM) is presenting the above-mentioned project for review by the Non-Competitive Review Board and requesting a three (3) year term plus two (2) one (1) year extensions or one (1) two (2) year extension. The cost for the initial term is estimated at \$7,791,624.00.

Per State Law, DWM must implement lead service line replacement (LSLR) on all breaks and leaks that occur starting January 1st, 2023. To do so, DWM must acquire Pipe Pullers, Maintenance Service, Parts, and Consumables. This is a new, first-time requirement and the technology under four (4) patents for that type of equipment is unique.

Currently, the main techniques to replace Water, Gas or other service pipes are either open cut excavation, pull with a backhoe, impact moling, pipe bursting or horizontal directional drilling, all of which have limitations. The Kobus Pipe Puller offers a safer method by minimizing the risk of operators and members of the public being injured from potentially dangerous flying debris. Furthermore, the pull is continuous – no stop and start as a length of pipe is removed. As a result, Water, Gas and other service pipe replacement can be done faster, more effectively, cheaper and more safely than other traditional methods. The Kobus Puller is designed with a small footprint. The tapered design on the foot section allows better clearance from surrounding utilities and the Puller is positioned easily in small excavations, even with very congested utilities.

Thank you in advance for your attention in expediting this request for a new Contract. Please feel free to contact Felicia Rawlings, Deputy Commissioner at 312-745-0581 if you require any additional information.

Sincerely,


Andrea R.H. Cheng, Ph., P.E.
Commissioner

Contract Goal Participation Determination Form

Project Title: Kobus Pipe Pullers

Project Description:

DWM has submitted a Sole Source request to NCRB for Pipe Pullers, Maintenance Service, Parts, and Consumables. This is a new and first time requirement and the patented technology for that type of equipment is unique.

Specification No. 1256834 Requisition No. 488449

Funding Source(s): City Federal Other Bond

Target Market: Yes No MBI SBI I SBI II

No Stated Goal: Yes No

Previous Contract No(s): NA

SCOPE OF WORK:

The Vendor must furnish and deliver Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables as described below F.O.B, City of Chicago, Department of Water Management, in accordance with all the terms and conditions of these Specifications and as set forth herein. Per State Law, lead service line replacement (LSLR) on all breaks and leaks that occur starting January 1, 2023. To do so DWM must acquire Pipe Pullers, Maintenance Service, Parts, and Consumables. (full scope was previously submitted).

SUBCONTRACTING OPPORTUNITIES

(Subcontracting opportunity list is based on speciality areas of known Certified MBE/WBE/VBE/DBE contractors)

Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
TOTAL						

TOTAL ESTIMATED CONTRACT VALUE \$ \$ 7,791,624.00

GOAL RECOMMENDATION: MBE participation 0 WBE participation 0 VBE participation 0 DBE participation 0

For Construction Projects Only
RECOMMENDED PROJECT AREA: YES NO (If yes, attach a project/community areas map) %

Recommended: Felicia Rawlings 01/11/23
(User Department Authorized Signature) **Date**
Department of Water Management
(Name of User Department)

Department of Procurement Services

Approved By: [Signature] 1/11/23
Gabriel Rodriguez, Deputy Procurement Officer **Date**

Approved By: [Signature] 01-11-23
Tammi Morgan, Chief Contracting Officer **Date**



KOBUS Inc

January 9th , 2023

Subject: Request for no Stated Goals:

Kobus Inc is a wholly owned subsidiary of Kobus Services Ltd (KSL), based and incorporated in the United Kingdom and is requesting no Stated Goals contract participation on the City of Chicago contract due to the circumstances that are described below:

1. Kobus Inc (and its parent company KSL) are not a contractor but the sole owners of all patents, manufacturing rights and sales of its trenchless technology, the Kobus Pipe Puller.
2. Kobus Inc is the sole vendor of this technology in the USA as we operate single point distribution channel and have not engaged with third parties nor distributors at any level.
3. Kobus Inc in USA operates from Houston TX and will supply under contract the actuals Machines (Kobus Pipe Pullers) and the consumable items (pulling cables).
4. Kobus Inc is not a manufacturer but an assembly facility for the machines and therefore all parts required for the assembly of such machines are received from our Parent Company in the United Kingdom.
5. Since we have no procurement of parts/components in the USA, it is not possible to engage with any Illinois based MBE/WBE.
6. The cable manufacturing (consumable items) is done in Houston TX and the raw materials are sourced from the Far East. The procurement of these items is outside the scope of the MBE/WBE goals and the actual assembly production is done in Texas, also outside the scope of the MBE/WBE goals.

It is for the reasons mentioned above, that Kobus Inc, respectfully requests no stated goals on this contract.

Nevertheless, we have explored further potential opportunities to meet compliance, and seemed that transportation maybe it. Therefore we have looked into it as well, but unfortunately, we do have a contract currently with an out-of-State company for all our shipping requirements and would be not only impractical but not-cost-effective to change this arrangement.

Sincerely

T. Atienza, President

Kobus Inc

A handwritten signature in black ink, appearing to read "T. Atienza", with a long horizontal flourish extending to the right.

**Kobus Inc – 2911 Pasadena Blvd, B200
Pasadena, TX77503, USA**

www.kobus-inc.com



CITY OF CHICAGO

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DEPARTMENT OF WATER MANAGEMENT

January 10, 2023

Ms. Aileen Velazquez
Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street
Chicago, Illinois 60602

Attn: Non-Competitive Review Board
Department of Procurement Services

Re: NSG Concurrence Memo for Kobus Pipe Pullers
Maintenance Service, Repairs, Parts, and Consumables
Req. No. 488449, Spec. No. 1256834

Dear Ms. Velazquez,

The Department of Water Management (DWM) is concurring with the vendor's request No Stated Goals for the Purchase of Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables.

Kobus Inc. is a unique trenchless pipe pulling method under four (4) US Patents as follows:

- Winch & Method of Use, patent # US-10348069-82
- Portable Winch Assembly, patent # US-8550438-82
- Method for Replacing Pipes and Apparatus, patent # US-8277147-B2
- Components for Replacing Pipes, Method of Use and Kit of Parts for Use in Removing Pipes, patent # US-10343877-82

Additionally, Kobus Inc. provides all the manufacturing, distribution, maintenance, and customer service for the Pipe Pullers, Parts, and Consumables and therefore is unable to identify certified M/WBE that could perform a useful function in relation to this requirement. DWM suggested shipping as a possible opportunity for meeting Compliance goals, however, Kobus has a Contract with an out-of-state company for all their shipping needs making it unfeasible and impractical.

Please feel free to contact Felicia Rawlings, Deputy Commissioner at 312-745-0581 if you require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Andrea R.H. Cheng".

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner



KOBUS Inc

Pasadena TX, 9th January 2023

Subject: Quotation per Schedule of Compensation.

Purchase, Maintenance, Repairs and Parts of Kobus Pipe Pullers.

Term of agreement: 36 months (+24 month unilateral extension for the City)

Extensions: as per the Scope of Work

LINE	DESCRIPTION	U/M	DELIVERED PRICE
1	Kobus Pipe Puller includes - Adapter Assembly 400 Series 3,5 Tn Excavator - Leader Cable Low Friction 25m Ø5.2 - Leader Cable Dispensing Reel Ø340 - Tool Box KPP400 Kit (Pull in Copper) - Excavator QH TAG (WainRoy) 027 - Excavator QH Fitting Kit Class 10.9 - Hydraulic Hose Assembly 5/8" x1.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat) - Hydraulic Hose Assembly 5/8" x0.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat) (training, packing, FOB shipping)	each	\$64,880
2	Bi-Annual Routine Maintenance Service, Repair, and Parts (inclusive of parts and labor for routine maintenance)	each	\$4,000.00
3	Consumables and Spare Parts Price Lists Outside Routine Maintenance Parts	USD	Price Lists
4	Labor (non-Routine Maintenance)	hour	\$125.00

Signed on behalf of Kobus Inc

T. Atienza, President



Kobus Inc.
2911 Pasadena Blvd, B200
Pasadena, TN 37503
USA

2022-23 CONSUMABLES PRICE LIST



Part Number	Description		Shipping & Packing	Price/EA	(*) NOTES	Price/EA if LESS than MOQ
KS.03005.0802.00	Loop Shackle Ø8mm Extended		FREE*	\$ 10.00	MOQ of 25 items for FREE shipping	\$ 20.00
KS.03026.0815.03	D Shackle C/S Pin Ø8 x 15mm (Stainless Steel)		FREE*	\$ 12.00	MOQ of 100 items for FREE shipping	\$ 24.00
KS.03030.0703.00	K-Sock Ø3/4" x L26" Double weave non coated		FREE*	\$ 125.00	MOQ of 25 items for FREE shipping	\$ 250.00
KS.03030.0803.00	K-Sock Ø1.0"-1.6" x L38" Double weave non coated		FREE*	\$ 150.00	MOQ of 25 items for FREE shipping	\$ 300.00
KS.02014.0113.00	U-Bolt Cable Clip 15mm		FREE*	\$ 20.00	MOQ of 10 items for FREE shipping	\$ 40.00
KS.03015.1536.12	K-Line 1.5mm (M8L 360kgs/792lb) drawstring Red		FREE*	\$ 280.00	MOQ of 5 items for FREE shipping	\$ 560.00
KS.03006.1000.00	Spring Loaded Head 10mm		FREE*	\$ 12.00	MOQ of 10 items for FREE shipping	\$ 24.00
KS.03006.1500.00	Spring Loaded Head 13mm		FREE*	\$ 15.00	MOQ of 10 items for FREE shipping	\$ 30.00
KS.03020.1700.00	Hand Ratchet 5" square head		FREE*	\$ 55.00	MOQ of 5 items for FREE shipping	\$ 110.00
KS.03021.1312.00	Deep Socket M13 x 1/4"		FREE*	\$ 35.00	MOQ of 5 items for FREE shipping	\$ 70.00
KS.03022.2112.00	Deep Socket M21 x 1/4"		FREE*	\$ 40.00	MOQ of 5 items for FREE shipping	\$ 80.00
KS.03018.1400.00	Fixed Wrench M14		FREE*	\$ 34.00	MOQ of 5 items for FREE shipping	\$ 68.00
KS.03028.0400.00	Hex Key M4		FREE*	\$ 25.00	MOQ of 5 items for FREE shipping	\$ 50.00
KS.03021.0400.00	Anti-Seize Lubricant for KPP400 Spool		FREE*	\$ 35.00	MOQ of 5 items for FREE shipping	\$ 70.00
KS.03002.0125.52	Low Friction Leader Cable 25m		FREE*	\$ 290.00	MOQ of 5 items for FREE shipping	\$ 580.00
KS.03002.0434.00	Dispensing Reel for leader cable		FREE*	\$ 265.00	MOQ of 5 items for FREE shipping	\$ 530.00
KS.04001.1009.01	Pulling Cable 10mm 9m/30'		FREE*	\$ 190.00	MOQ of 2200 - 2400lb volumetric weight	\$ 380.00
KS.04001.1012.01	Pulling Cable 10mm 12m/40'		FREE*	\$ 200.00	MOQ of 2200 - 2400lb volumetric weight	\$ 400.00
KS.04001.1015.01	Pulling Cable 10mm 15m/50'		FREE*	\$ 225.00	MOQ of 2200 - 2400lb volumetric weight	\$ 450.00
KS.04001.1018.01	Pulling Cable 10mm 18m/60'		FREE*	\$ 243.00	MOQ of 2200 - 2400lb volumetric weight	\$ 486.00
KS.04001.1021.01	Pulling Cable 10mm 21m/70'		FREE*	\$ 275.00	MOQ of 2200 - 2400lb volumetric weight	\$ 550.00
KS.04001.1024.01	Pulling Cable 10mm 24m/80'		FREE*	\$ 300.00	MOQ of 2200 - 2400lb volumetric weight	\$ 600.00
KS.04001.1409.01	Pulling Cable 14mm 9m/30'		FREE*	\$ 195.00	MOQ of 2200 - 2400lb volumetric weight	\$ 390.00
KS.04001.1412.01	Pulling Cable 14mm 12m/40'		FREE*	\$ 225.00	MOQ of 2200 - 2400lb volumetric weight	\$ 450.00
KS.04001.1415.01	Pulling Cable 14mm 15m/50'		FREE*	\$ 265.00	MOQ of 2200 - 2400lb volumetric weight	\$ 530.00
KS.04001.1418.01	Pulling Cable 14mm 18m/60'		FREE*	\$ 295.00	MOQ of 2200 - 2400lb volumetric weight	\$ 590.00
KS.04001.1421.01	Pulling Cable 14mm 21m/70' (*)		FREE*	\$ 340.00	MOQ of 2200 - 2400lb volumetric weight	\$ 680.00
KS.04001.1424.01	Pulling Cable 14mm 24m/80' (*)		FREE*	\$ 380.00	MOQ of 2200 - 2400lb volumetric weight	\$ 760.00

* Requires TWO MAN LIFT

SPARE PARTS LIST PRICE

#	Item Name/Num	Description	Qty/KPP	Price EACH (\$)
1	KS.02059.0400.00	Pinion Gear 400 Series	2	\$ 2,000.00
2	KS.02043.0400.00	Main Gear 400 Series	1	\$ 3,000.00
3	KS.02061.0400.00	Hardened Stop Plate 400 Series	2	\$ 350.00
4	KS.05050.0139.00	Circlip Internal	2	\$ 5.00
5	KS.02054.3335.81	O-ring	2	\$ 10.00
6	KS.02001.0400.01	Spool Male 400 Series	1	\$ 4,000.00
7	KS.02014.0113.00	U-bolt Cable Clip	1	\$ 20.00
8	KS.02002.0400.01	Spool Female 400 Series	1	\$ 3,500.00
9	KS.02004.0400.00	Motor Hydraulic 400 Series	2	\$ 3,000.00
10	KS.02005.0004.00	Foot Roller Assembly 400 Series	1	\$ 2,500.00
11	KS.02048.0104.00	Roller Axle Upper 400 Series	1	\$ 250.00
12	KS.02048.0204.00	Roller Axle Central 400 Series	1	\$ 225.00
13	KS.02048.0304.00	Roller Axle Upper Tyre Nylube 400 Series	1	\$ 400.00
14	KS.02048.0404.00	Roller Axle Central Tyre Nylube 400 Series	1	\$ 350.00
15	KS.05100.0850.88	Hex Bolt	4	\$ 5.00
16	KS.05202.0800.88	Nylon Insert Lock Nut M12 Class 8.8	4	\$ 5.00
17	KS.02049.0400.00	Frame and Tower Fabrication 400 Series	1	\$ 13,000.00
18	KS.02043.0204.00	Main Gear Drive Pin 400 Series	2	\$ 150.00
19	KS.05105.1230.88	Hex Flanged Bolt	4	\$ 5.00
20	KS.02041.0204.00	Main Gear Bushing Flanged	2	\$ 25.00
21	KS.02043.0304.00	Main Gear Small Washer 400 Series	2	\$ 25.00
22	KS.02042.0104.00	Spider Drive 400 Series	1	\$ 750.00
23	KS.02042.0204.00	Spider Drive Pin 400 Series	2	\$ 150.00
24	KS.02034.0328.00	Bearing	4	\$ 100.00
25	KS.05050.0190.00	Circlip Internal	2	\$ 20.00
26	KS.02043.0504.00	Main Gear Large Washer 400 Series	2	\$ 25.00
27	KS.02043.0404.00	Main Gear Spindle 400 Series	1	\$ 150.00
28	KS.05050.0232.00	Circlip External	2	\$ 5.00
29	KS.05050.0130.00	Circlip Internal	1	\$ 5.00
30	KS.05050.0220.00	Circlip External	1	\$ 5.00
31	KS.05307.0020.00	Shim Washer	1	\$ 5.00
32	KS.02016.0104.00	Safety Cover Gears 400 Series	1	\$ 750.00

33	KS.02050.0400.00	Pinion Seal Plate 400 Series	2	\$	500.00
34	KS.05100.0830.88	Hex Bolt	4	\$	5.00
35	KS.02054.1025.75	O-ring	2	\$	25.00
36	KS.02054.1230.75	O-ring	2	\$	25.00
37	KS.02047.0157.03	Seal Radial	2	\$	1,250.00
38	KS.02051.0104.00	Slide Block Nylube 400 Series	1	\$	500.00
39	KS.05108.0801.88	Low Head Socket Cap Screw	2	\$	5.00
40	KS.05300.0880.00	Flat washer	10	\$	5.00
41	KS.05207.0800.88	Flange Nut	2	\$	5.00
42	KS.02033.0304.00	Foot Assembly Fabrication 400 Series	1	\$	5,500.00
43	KS.02005.0704.00	Foot Roller Assembly Roller Pin 400 Series	1	\$	450.00
44	KS.02005.0804.00	Foot Roller Assembly Roller Pin Sleeve 400 Series	2	\$	200.00
45	KS.02005.0904.00	Foot Roller Assembly Roller Packer Nylube 400 Series (ea)	2	\$	250.00
46	KS.02033.0104.02	Foot Assembly Front Plate 400 Series (Wide Version)	1	\$	2,500.00
47	KS.02033.0404.00	Foot Assembly Slew Ring Cap 400 Series	1	\$	300.00
48	KS.02033.0504.00	Foot Assembly Slew Ring Spacer 400 Series	1	\$	300.00
49	KS.02033.0604.00	Foot Assembly Slew Ring Bearing Nylube 400 Series	1	\$	350.00
50	KS.02044.0104.00	Pipe Deflector Plate 400 Series	1	\$	650.00
51	KS.05102.1201.88	Hex Set Screw	8	\$	5.00
52	KS.05102.1230.88	Hex Set Screw	2	\$	5.00
53	KS.05104.1235.88	Socket Countersunk Screw	4	\$	10.00
54	KS.05102.1245.88	Hex Set Screw	6	\$	5.00
55	KS.05202.1200.88	Nylon Insert Lock Nut	27	\$	5.00
56	KS.05300.1280.00	Flat washer	32	\$	5.00
57	KS.05300.1286.00	Flat washer	2	\$	5.00
58	KS.05050.0245.00	Circlip External	2	\$	5.00
59	KS.02038.0204.00	Spool Roller Bearing Pin Spool-Side 400 Series	2	\$	250.00
60	KS.02034.0429.00	Bearing Support Roller	4	\$	500.00
61	KS.02038.0604.00	Spool Roller Bearing Washer	8	\$	25.00
62	KS.02038.0404.00	Spool Roller Bottom Roller Nylube 400 Series	2	\$	75.00
63	KS.02038.0304.00	Spool Roller Bearing Pin Gear-Side 400 Series	4	\$	250.00
64	KS.02038.0704.00	Spool Roller Bearing Spacer	8	\$	50.00
65	KS.02038.0804.00	Spool Roller Spacing Washer	4	\$	50.00

66	KS.02038.0504.00	Spool Roller Top Roller Nylube 400 Series	2	\$	75.00
67	KS.05050.0250.00	Circlip External	12	\$	5.00
68	KS.02036.0204.00	Wear Strip Curved Nylube 400 Series	4	\$	200.00
69	KS.02036.0304.00	Wear Strip Straight Nylube 400 Series	4	\$	200.00
70	KS.02052.0004.00	Axial Stop Plate 400 Series	4	\$	300.00
71	KS.05109.0414.88	Socket Button Head Screw	16	\$	5.00
72	KS.05109.1020.88	Socket Button Head Screw	8	\$	5.00
73	KS.05208.0400.88	Square Thin Nut	8	\$	5.00
74	KS.02053.0104.00	Quick Hitch Bolt-On Assembly 400 Series	1	\$	2,500.00
75	KS.02053.3004.00	Quick Hitch 30mm Pin&Plate 400 Series	2	\$	150.00
76	KS.02023.0410.40	Pin Linch	2	\$	20.00
77	KS.05100.1655.10	Hex Bolt	6	\$	10.00
78	KS.05209.1600.88	Prevailing torque Nut	6	\$	5.00
79	KS.05300.1682.00	Flat washer	12	\$	5.00
80	KS.02045.0732.01	Hydraulic Adapter Union male/male	4	\$	20.00
81	KS.02045.0934.01	Hydraulic Self Centering Bonded Seal	4	\$	5.00
82	KS.02045.0234.12	Hydraulic T Branch Male/Female/Male	2	\$	50.00
83	KS.02045.0930.00	Hydraulic Self Centering Bonded Seal	4	\$	5.00
84	KS.02045.0737.01	Hydraulic Adapter Union male/male	2	\$	20.00
85	KS.02045.1101.01	Hydraulic Hose Assembly	1	\$	350.00
86	KS.02045.1102.01	Hydraulic Hose Assembly	1	\$	350.00
87	KS.02045.1103.01	Hydraulic Hose Assembly	1	\$	200.00
88	KS.02045.1107.01	Hydraulic Hose Assembly	1	\$	200.00
89	KS.02045.0312.08	Hydraulic BFCV with Check	2	\$	200.00
90	KS.05006.0594.01	Sticker Warnings Label 365x60 (USA spec)	1	\$	20.00
91	KS.05006.0192.00	Sticker Kobus Logo B&W 120x60mm	3	\$	5.00
92	KS.02056.0139.01	Serial Number Plate Aluminium (USA Spec)	1	\$	20.00
93	KS.05008.6012.00	Bungee Cord	1	\$	10.00
94	KS.02016.0204.03	Safety Cover Spool 400 Series (Assembly)	1	\$	1,500.00
95	KS.02057.0435.00	Adapter Assembly 400 series 3,5Tn Excavator	1	\$	1,750.00
96	KS.03029.0727.00	Excavator QH TAG (WainRoy) 027	1	\$	1,650.00
97	KS.03029.9900.10	Excavator QH Fitting Kit Classs 10.9	1	\$	125.00

Contact Details

Kobus Inc

2911 Pasadena Blvd, B200
Pasadena, TX 77503

United States

Tel: +1 269 216-3916

Email: info@kobus-inc.com

Web: www.kobus-inc.com

From: COK - Purchasing
To: Sandra Scamardi
Subject: RE: [External Email] FW: Kobus pipe pulling equipment - Kalamazoo
Date: Thursday, September 29, 2022 9:26:43 AM
Attachments: image001.png

[Warning: External email]

Good morning, Ms. Scamardi,

The City of Kalamazoo made some sole source purchases from Kobus in 2020. We also had some smaller dollar purchases as well. We have not had a formally bid contract with Kobus. Good luck in your search.

Kind Regards,
Craig

Craig Hull | Purchasing Division | City of Kalamazoo | 241 West South Street, Kalamazoo, MI 49007 |
(269) 337-8444 | hullc@kalamazoocity.org



From: Sandra Scamardi <Sandra.Scamardi@cityofchicago.org>
Sent: Thursday, September 29, 2022 10:02 AM
To: COK - Purchasing <cokpurchasing@kalamazoocity.org>
Subject: [External Email] FW: Kobus pipe pulling equipment - Kalamazoo

To whom it may concern:

The City of Chicago is looking into procuring pipe pullers and I was wondering if you had an existing or past Contract with Kobus?

If so, did the City of Kalamazoo do a competitive bid and could you email me the Contract?

Thank you

Best

Sandra Scamardi
Contracts Administrator
Department of Water Management

From: [Smith-Dean, Lee-Ann](#)
To: [Sandra Scamardi](#)
Cc: [Joyce, Christine M.](#)
Subject: RE: Pipe Puller IFB 22-026-LAS Gloucester County VA
Date: Wednesday, September 28, 2022 3:14:05 PM
Attachments: [Bid Tabulation - Pipe Puller.pdf](#)

[Warning: External email]

Hi Sandra!

We only had one bidder for this solicitation: Kobus, Inc.
I've attached the Bid Tab for you here, and here is a link to our prior-year bids on our County website.

I hope this helps...
Let me know if there's anything else I can do for you!

Lee-Ann

Lee-Ann Smith-Dean, VCA

Buyer, County of Gloucester/GCPS
Central Purchasing
6489 Main Street, Suite 324
Gloucester, VA 23061
Phone: 804.693.1210
Fax: 804.693.0061
Email: ldean@gloucesterva.info

From: Sandra Scamardi <Sandra.Scamardi@cityofchicago.org>
Sent: Wednesday, September 28, 2022 3:45 PM
To: Smith-Dean, Lee-Ann <ldean@gloucesterva.info>
Subject: Pipe Puller IFB 22-026-LAS Gloucester County VA

CAUTION: This email originated from a source outside of Gloucester County. Avoid clicking on links or attachments unless you are sure of the sender and know that the content is safe.

Hello Lee Ann,

I see Gloucester County had an IFB out for pipe pulling which the City of Chicago is looking into.

Was a Contract awarded? Can you share whether there were multiple bidders?

Thank you.

Best

Sandra Scamardi
Contracts Administrator
Department of Water Management
1000 East Ohio Street + 51
Chicago, Illinois 60611
312-744-6579
Sandra.Scamardi@cityofchicago.org

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From: [Brittnay Gonyaw](#)
To: [Sandra Scamardi](#)
Subject: RE: Kobus pipe pulling equipment
Date: Wednesday, September 28, 2022 2:46:23 PM

[Warning: External email]

We've purchased pipe pullers from them but they are not under contract with the City. We only put suppliers under contract if they are coming onto City property. If we are just purchasing items, we issue purchase orders. The last PO we issued for a pipe puller was last year, however they have since completed the order and the PO has been closed. We would have to go back out to bid if we need another.

Brittnay Gonyaw
Buyer
City of Bay City
301 Washington Avenue
Bay City, MI 48708
989-894-8114
bgonyaw@baycitymi.org

From: Sandra Scamardi <Sandra.Scamardi@cityofchicago.org>
Sent: Wednesday, September 28, 2022 3:41 PM
To: Brittnay Gonyaw <BGonyaw@baycitymi.org>
Subject: RE: Kobus pipe pulling equipment

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Thank you Brittnay.

Did Bay City have one in the past as I read and understand from the vendor that City Bay bought some? Or was it not bid competitively?

Thanks

Best

Sandra Scamardi
Contracts Administrator
Department of Water Management
1000 East Ohio Street + 51
Chicago, Illinois 60611

312-744-6579

Sandra.Scamardi@cityofchicago.org

From: Brittnay Gonyaw <BGonyaw@baycitymi.org>

Sent: Wednesday, September 28, 2022 2:39 PM

To: Sandra Scamardi <Sandra.Scamardi@cityofchicago.org>; CityPurchasing <CityPurchasing@baycitymi.org>

Subject: RE: Kobus pipe pulling equipment

[Warning: External email]

Sandra,

We do not currently have any open contracts with Kobus. I did a quick CO-OP search and don't see Kobus on any of them either.

Sorry, wish we could be of more help to you.

Best Regards,

Brittnay Gonyaw
Buyer
City of Bay City
301 Washington Avenue
Bay City, MI 48708
989-894-8114
bgonyaw@baycitymi.org

From: Sandra Scamardi <Sandra.Scamardi@cityofchicago.org>

Sent: Wednesday, September 28, 2022 3:30 PM

To: CityPurchasing <CityPurchasing@baycitymi.org>

Subject: Kobus pipe pulling equipment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

The City of Chicago is looking into procuring pipe pullers and I was wondering if you had an existing Contract with Kobus, and if so if you could share it?

Thank you

PIPE PULLERS 3+2 CONTRACT ESTIMATES

1/6/2023

	Yearly Cost per Machine
Pipe Puller	\$58,825
Adapter Assembly 400 Series 3.5 Tn Excavator	\$1,750
Leader Cable Low Friction 25m Ø5.2	\$290
Leader Cable Dispensing Reel Ø340	\$265
Tool Box KPP400 Kit (Pull in Copper)	\$1,700
Excavator QH TAG (MainRoy) 027	\$1,650
Excavator OH Fitting Kit Class 10.9 Hydraulic Hose Assembly 5/8"	\$125
Hydraulic Hose Assembly 5/8" x1.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat)	\$175
Hydraulic Hose Assembly 5/8" x0.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat)	\$100
TOTAL 1 Machine service	\$64,880
Pulling Cables	\$4,000
Labor outside routine	\$125
Parts and Consum. outside routine	\$5,086

	3			2			3+2
	YEAR 1	YEAR 2	YEAR 3	TE 1	TE 2	TOTAL	
# Machines purchase	4	4	4	4	4	8	20
machines Cost	\$259,520	\$259,520	\$259,520	\$259,520	\$259,520	\$519,040	\$1,297,600
# Machine to Service	4	8	12	16	20	20	20
Routine Maintenance Parts and repairs Cost for twice a year	\$16,000	\$32,000	\$48,000	\$64,000	\$80,000	\$144,000	\$240,000
parts (Pulling Cables)	\$1,125,000	\$2,250,000	\$3,375,000	\$4,500,000	\$5,625,000	\$10,125,000	\$16,875,000
TOTAL	\$1,400,520	\$2,541,520	\$3,682,520	\$4,823,520	\$5,964,520	\$10,788,040	\$18,412,600

Parts outside Routine Maintenance if Applicable (\$5K)	\$20,344	\$40,688	\$61,032	\$81,376	\$101,720	\$183,096	\$305,160
Labor for Service outside Routine Maintenance if applicable. (15 hr per machine)	\$7,500	\$15,000	\$22,500	\$30,000	\$37,500	\$67,500	\$112,500

\$1,428,364	\$2,597,208	\$3,766,052	\$7,791,624	\$4,934,896	\$6,103,740	\$11,038,636	\$18,830,260
			\$7,791,624			\$11,038,636	
							GRAND TOTAL
							\$18,830,260

3 yr AVG \$2,597,208.00

PARTS AND CONSUMABLES ESTIMATED QUANTITIES

KOBUS SPARE PARTS LIST

#	Item Name/Num	Description	Price EACH (\$)	Est. Qty	Total	Justification for need
1	KS.02059.0400.00	Pinion Gear 400 Series	\$ 2,000.00	2	\$4,000.00	
2	KS.02043.0400.00	Main Gear 400 Series	\$ 3,000.00	2	\$6,000.00	
3	KS.02061.0400.00	Hardened Stop Plate 400 Series	\$ 350.00	1	\$350.00	
4	KS.05050.0139.00	Circlip Internal	\$ 5.00	1	\$5.00	
5	KS.02054.3335.81	O-ring	\$ 10.00	1	\$10.00	
6	KS.02001.0400.01	Spool Male 400 Series	\$ 4,000.00	1	\$4,000.00	
7	KS.02014.0113.00	U-bolt-Cable Clip	\$ 20.00	1	\$20.00	
8	KS.02002.0400.01	Spool Female 400 Series	\$ 3,500.00	2	\$7,000.00	
9	KS.02004.0400.00	Motor Hydraulic 400 Series	\$ 3,000.00	2	\$6,000.00	
10	KS.02005.0004.00	Foot Roller Assembly 400 Series	\$ 2,500.00	2	\$5,000.00	
11	KS.02048.0104.00	Roller Axle Upper 400 Series	\$ 250.00	1	\$250.00	
12	KS.02048.0204.00	Roller Axle Central 400 Series	\$ 225.00	1	\$225.00	
13	KS.02048.0304.00	Roller Axle Upper Tyre Nylonbe 400 Series	\$ 400.00	1	\$400.00	
14	KS.02048.0404.00	Roller Axle Central Tyre Nylonbe 400 Series	\$ 350.00	1	\$350.00	
15	KS.05100.0850.88	Hex Bolt	\$ 5.00	10	\$50.00	
16	KS.05202.0800.88	Nylon Insert Lock Nut M12 Class 8.8	\$ 5.00	10	\$50.00	
17	KS.02049.0400.00	Frame and Tower Fabrication 400 Series	\$ 13,000.00	2	\$26,000.00	
18	KS.02043.0204.00	Main Gear Drive Pin 400 Series	\$ 150.00	1	\$150.00	
19	KS.05105.1230.88	Hex Flanged Bolt	\$ 5.00	10	\$50.00	
20	KS.02041.0204.00	Main Gear Bushing Flanged	\$ 25.00	10	\$250.00	
21	KS.02043.0304.00	Main Gear Small Washer 400 Series	\$ 25.00	10	\$250.00	
22	KS.02042.0104.00	Spider Drive 400 Series	\$ 750.00	3	\$2,250.00	
23	KS.02042.0204.00	Spider Drive Pin 400 Series	\$ 150.00	5	\$750.00	
24	KS.02034.0328.00	Bearing	\$ 100.00	5	\$500.00	
25	KS.05050.0190.00	Circlip Internal	\$ 20.00	3	\$60.00	
26	KS.02043.0504.00	Main Gear Large Washer 400 Series	\$ 25.00	3	\$75.00	
27	KS.02043.0404.00	Main Gear Spindle 400 Series	\$ 150.00	2	\$300.00	
28	KS.05050.0232.00	Circlip External	\$ 5.00	10	\$50.00	
29	KS.05050.0130.00	Circlip Internal	\$ 5.00	10	\$50.00	
30	KS.05050.0220.00	Circlip External	\$ 5.00	10	\$50.00	
31	KS.05307.0020.00	Shim Washer	\$ 5.00	10	\$50.00	
32	KS.02016.0104.00	Safety Cover Gears 400 Series	\$ 750.00	1	\$750.00	
33	KS.02050.0400.00	Pinion Seal Plate 400 Series	\$ 500.00	1	\$500.00	
34	KS.05100.0830.88	Hex Bolt	\$ 5.00	25	\$125.00	
35	KS.02054.1025.75	O-ring	\$ 25.00	15	\$375.00	
36	KS.02054.1230.75	O-ring	\$ 25.00	15	\$375.00	
37	KS.02047.0157.03	Seal Radial	\$ 1,250.00	1	\$1,250.00	
38	KS.02051.0104.00	Slide Block Nylonbe 400 Series	\$ 500.00	1	\$500.00	
39	KS.05108.0801.88	Low Head Socket Cap Screw	\$ 5.00	10	\$50.00	
40	KS.05300.0880.00	Flat washer	\$ 5.00	10	\$50.00	
41	KS.05207.0800.88	Flange Nut	\$ 5.00	10	\$50.00	
42	KS.02033.0304.00	Foot Assembly Fabrication 400 Series	\$ 5,500.00	2	\$11,000.00	
43	KS.02005.0704.00	Foot Roller Assembly Roller Pin 400 Series	\$ 450.00	2	\$900.00	
44	KS.02005.0804.00	Foot Roller Assembly Roller Pin Sleeve 400 Series	\$ 200.00	2	\$400.00	

45	KS.02005.0904.00	Foot roller Assembly Roller Packer Nylube 400 Series (ea)	\$ 250.00	2	\$500.00
46	KS.02033.0104.02	Foot Assembly Front Plate 400 Series (Wide Version)	\$ 2,500.00	2	\$5,000.00
47	KS.02033.0404.00	Foot Assembly Slew Ring Cap 400 Series	\$ 300.00	2	\$600.00
48	KS.02033.0504.00	Foot Assembly Slew Ring Spacer 400 Series	\$ 300.00	2	\$600.00
49	KS.02033.0604.00	Foot Assembly Slew Ring Bearing Nylube 400 Series	\$ 350.00	2	\$700.00
50	KS.02044.0104.00	Pipe Deflector Plate 400 Series	\$ 650.00	2	\$1,300.00
51	KS.05102.1201.88	Hex Set Screw	\$ 5.00	10	\$50.00
52	KS.05102.1230.88	Hex Set Screw	\$ 5.00	10	\$50.00
53	KS.05104.1235.88	Socket Counter:sunk Screw	\$ 10.00	3	\$30.00
54	KS.05102.1245.88	Hex Set Screw	\$ 5.00	10	\$50.00
55	KS.05202.1200.88	Nylon Insert Lock Nut	\$ 5.00	10	\$50.00
56	KS.05300.1280.00	Flat washer	\$ 5.00	10	\$50.00
57	KS.05300.1286.00	Flat washer	\$ 5.00	10	\$50.00
58	KS.05050.0245.00	Circlip External	\$ 5.00	10	\$50.00
59	KS.02038.0204.00	Spool Roller Bearing Pin Spool-Side 400 Series	\$ 250.00	2	\$500.00
60	KS.02034.0429.00	Bearing Support Roller	\$ 500.00	2	\$1,000.00
61	KS.02038.0604.00	Spool Roller Bearing Washer	\$ 25.00	12	\$300.00
62	KS.02038.0404.00	Spool Roller Bottom Roller Nylube 400 Series	\$ 75.00	5	\$375.00
63	KS.02038.0304.00	Spool Roller Bearing Pin Gear-Side 400 Series	\$ 250.00	3	\$750.00
64	KS.02038.0704.00	Spool Roller Bearing Spacer	\$ 50.00	5	\$250.00
65	KS.02038.0804.00	Spool Roller Spacing Washer	\$ 50.00	5	\$250.00
66	KS.02038.0504.00	Spool Roller Top Roller Nylube 400 Series	\$ 75.00	2	\$150.00
67	KS.05050.0250.00	Circlip External	\$ 5.00	10	\$50.00
68	KS.02036.0204.00	Wear Strip Curved Nylube 400 Series	\$ 200.00	2	\$400.00
69	KS.02036.0304.00	Wear Strip Straight Nylube 400 Series	\$ 200.00	2	\$400.00
70	KS.02052.0004.00	Axial Stop Plate 400 Series	\$ 300.00	2	\$600.00
71	KS.05109.0414.88	Socket Button Head Screw	\$ 5.00	10	\$50.00
72	KS.05109.1020.88	Socket Button Head Screw	\$ 5.00	10	\$50.00
73	KS.05208.0400.88	Square Thin Nut	\$ 5.00	10	\$50.00
74	KS.02053.0104.00	Quick Hitch Bolt-On Assembly 400 Series	\$ 2,500.00	2	\$5,000.00
75	KS.02053.3004.00	Quick Hitch 30mm Pin&Plate 400 Series	\$ 150.00	3	\$450.00
76	KS.02023.0410.40	Pin Linch	\$ 20.00	5	\$100.00
77	KS.05100.1655.10	Hex Bolt	\$ 10.00	10	\$100.00
78	KS.05209.1600.88	Prevailing torque Nut	\$ 5.00	10	\$50.00
79	KS.05300.1682.00	Flat washer	\$ 5.00	10	\$50.00
80	KS.02045.0732.01	Hydraulic Adapter Union male/male	\$ 20.00	2	\$40.00
81	KS.02045.0934.01	Hydraulic Self Centering Bonded Seal	\$ 5.00	10	\$50.00
82	KS.02045.0234.12	Hydraulic T Branch Male/Female/Male	\$ 50.00	2	\$100.00
83	KS.02045.0930.00	Hydraulic Self Centering Bonded Seal	\$ 5.00	10	\$50.00
84	KS.02045.0737.01	Hydraulic Adapter Union male/male	\$ 20.00	2	\$40.00
85	KS.02045.1101.01	Hydraulic Hose Assembly	\$ 350.00	2	\$700.00
86	KS.02045.1102.01	Hydraulic Hose Assembly	\$ 350.00	2	\$700.00
87	KS.02045.1103.01	Hydraulic Hose Assembly	\$ 200.00	2	\$400.00
88	KS.02045.1107.01	Hydraulic Hose Assembly	\$ 200.00	2	\$400.00

BREAKAGE

89	KS.02045.0312.08	Hydraulic BFCV with Check		2	\$400.00						
90	KS.05006.0594.01	Sticker Warnings Label 365x60 (USA spec)		1	\$20.00						
91	KS.05006.0192.00	Sticker Kobus Logo B&W 120x60mm		10	\$50.00						
92	KS.02056.0139.01	Serial Number Plate Aluminium (USA Spec)		2	\$40.00						
93	KS.05008.6012.00	Bungee Cord		3	\$30.00						
94	KS.02016.0204.03	Safety Cover Spool 400 Series (Assembly)		2	\$3,000.00						
95	KS.02057.0435.00	Adapter Assembly 400 Series 3.5 T		2	\$3,500.00						
96	KS.03029.0727.00	Excavator QH TAG (WainRoy) 027		2	\$3,300.00						
97	KS.03029.9900.10	Excavator QH Fitting Kit Class 10.5		2	\$250.00						
Total 1										\$113,945.00	

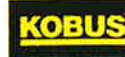
KOBUS CONSUMABLES

Part Number	Description	Price/EA	Mini Qty for free Shipping	Qty	Total per Min	Price/EA - no Minimum	Est. Qty	Total No minimum	Justification for need
KS.03005.0802.00	Loop Shackle Ø8mm Extended	\$ 10.00	25		\$0.00	\$ 20.00	16	\$320.00	
KS.03026.0815.03	D Shackle C/S Pin Ø8 x 15mm (Stainless Steel)	\$ 12.00	100		\$0.00	\$ 12.00	50	\$600.00	
KS.03030.0703.00	K-Sock Ø3/4" x 1.25" Double weave non coated	\$ 125.00	25		\$0.00	\$ 125.00	16	\$2,000.00	
KS.03030.0603.00	K-Sock Ø1.0" x 1.5" x L30" Double weave non coated	\$ 150.00	25		\$0.00	\$ 150.00	15	\$2,250.00	
KS.02014.0113.00	U-Bolt Cable Clip 16mm	\$ 20.00	10		\$100.00	\$ 20.00		\$0.00	
KS.03015.1536.12	K-Line 1.5mm (MBL 360kg/792lb) drawstring Red	\$ 280.00	5	5	\$1,400.00	\$ 280.00		\$0.00	wear tear loss
KS.03006.1000.00	Spring Loaded Head 10mm	\$ 12.00	10		\$0.00	\$ 12.00		\$0.00	
KS.03006.1300.00	Spring Loaded Head 13mm	\$ 15.00	10		\$0.00	\$ 15.00		\$0.00	
KS.03020.1200.00	Hand Ratchet 1/2" square head	\$ 55.00	5		\$0.00	\$ 55.00		\$0.00	
KS.03022.1312.00	Deep Socket M13 x 1/2"	\$ 35.00	5		\$0.00	\$ 35.00		\$0.00	
KS.03022.2112.00	Deep Socket M21 x 1/2"	\$ 40.00	5		\$0.00	\$ 40.00		\$0.00	
KS.03018.1400.00	Fixed Wrench M14	\$ 34.00	5		\$0.00	\$ 34.00		\$0.00	
KS.03028.0400.00	Hex Key M4	\$ 25.00	5		\$0.00	\$ 25.00		\$0.00	
KS.03021.0400.00	Anti-Seize Lubricant for KP400 Spool	\$ 35.00	5		\$0.00	\$ 35.00		\$0.00	
KS.03002.0125.52	Low Friction Leader Cable 25m	\$ 290.00	5	5	\$1,450.00	\$ 290.00		\$0.00	
KS.03002.0434.00	Dispensing Reel for leader cable	\$ 265.00	5		\$0.00	\$ 265.00		\$0.00	
				Total 2	\$2,950.00		Total 3	\$5,170.00	
KS.04001.1009.01	Pulling Cable 10mm 9m/30'	\$ 190.00							
KS.04001.1012.01	Pulling Cable 10mm 12m/40'	\$ 200.00							
KS.04001.1015.01	Pulling Cable 10mm 15m/50'	\$ 225.00							
KS.04001.1018.01	Pulling Cable 10mm 18m/60'	\$ 243.00							
KS.04001.1021.01	Pulling Cable 10mm 21m/70'	\$ 275.00							
KS.04001.1024.01	Pulling Cable 10mm 24m/80'	\$ 300.00							
KS.04001.1409.01	Pulling Cable 14mm 9m/30'	\$ 195.00							
KS.04001.1412.01	Pulling Cable 14mm 12m/40'	\$ 225.00							
KS.04001.1415.01	Pulling Cable 14mm 15m/50'	\$ 285.00							
KS.04001.1418.01	Pulling Cable 14mm 18m/60'	\$ 295.00							
KS.04001.1421.01	Pulling Cable 14mm 21m/70' (*)	\$ 340.00							
KS.04001.1424.01	Pulling Cable 14mm 24m/80' (*)	\$ 380.00							
				Total 1+2+3	\$1,125.00				
				Total 1+2+3	\$1,127,065.00				

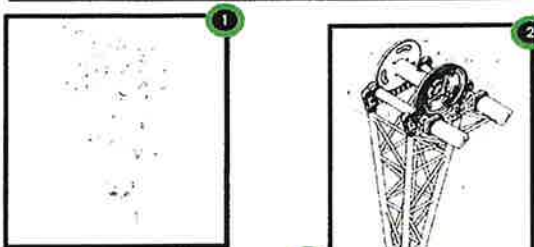
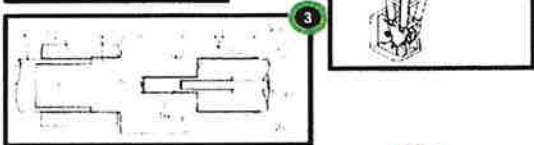
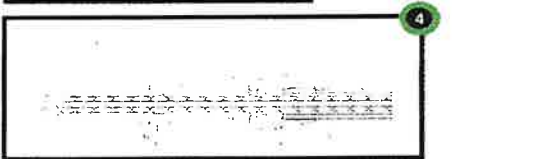

To whom it may concern.

Please take this letter as confirmation of the following patents currently in possession of Kobus Services Ltd (100% owner of Kobus Inc)

Patent Protected Systems



The integrated Kobus Pipe Puller system is a patented, trenchless solution that removes the problem of legacy pipework and replaces it in the same void.

Active Patents Assigned to Kobus	Active Patent Details - US
	<p>WINCH & METHOD OF USE</p> <ul style="list-style-type: none">Publication Date: July 3, 2019Expiration Date: March 04, 2036Patent Publication ID: US 20190106932
	<p>PORTABLE WINCH ASSEMBLY</p> <ul style="list-style-type: none">Publication Date: October 2, 2013Expiration Date: July 4, 2030Patent Publication ID: US 20130244812
	<p>METHOD FOR REPLACING PIPES, AND APPARATUS</p> <ul style="list-style-type: none">Publication Date: October 2, 2012Expiration Date: August 21, 2023Patent Publication ID: US 20120252752
	<p>COMPONENT FOR REPLACING PIPES, METHOD OF USE, AND KIT OF PARTS FOR USE IN REMOVING PIPES</p> <ul style="list-style-type: none">Publication Date: July 9, 2019Expiration Date: May 22, 2037Patent Publication ID: US 20190182752
	<p>REST OF WORLD</p> <p>The above four patents are also seen throughout countries in the UK and EU and also in Malaysia, China, Germany, Italy, India, and Mexico. In November 2020, a letter was provided assigning intellectual property rights to Kobus as it relates to the Pipe Puller Technology and the Pipe Puller Improvements.</p>

Signed by:

T Atienza-Avila
President
Kobus Inc



Pasadena TX, 10th October 2022

To whom it may concern.

Please take this letter as confirmation that The Kobus Pipe Puller is a unique trenchless pipe pulling method, awarded with the Abbotts innovation Award 2019 by the NASTT.

It has no competitor as most of its design and functionality has been patented.

Kobus Inc is a wholly owned subsidiary of Kobus Group, who owns all rights and patents.

The Pipe Puller, parts, maintenance service and repairs, can only be purchased in the USA and Canada via Kobus Inc; we do not have distributors or agreements with any party. We are the sole point of contact.

Yours sincerely,

Signed by:

T Atienza-Avila
President
Kobus Inc

A handwritten signature in black ink, appearing to read "T Atienza-Avila", with a horizontal line extending to the right.

Ts and Cs Acknowledgment

From: Tom Alianza
To: Sandra Scurato
Subject: Response to scope 128
Date: Thursday, January 5, 2023 6:07:16 AM

[Warning: External email]

Sandra,

I am trying to get the documents done from UK and someone else's computer and it is not working. This will have to wait until Monday when I get to my own office and PC in TX.

Nevertheless, I have some questions:

1. Please see text from contract circled in red. We must ensure that it is understood that the deliveries are FOB for machines and parts/accessories included with each machine but for consumables (price list). MOQ have to be followed as per the price list identifies.

2. From the mail "Soul Source":

a. I acknowledge receipt of City's T&C on your mail dated 12/30/22.

b. Certificate of insurance was sent, please confirm its all ok.

c. Updates quote will be done next week with updated date and and term to 36months +2 years.

d. Not sure about the letter for "no stated goals" - I can change the date but you have crossed mostly "waiver of MBE" - do I replace all you've crossed with "no stated goals"?

e. OK with the latest Scope of work and new 36+24 term.

Please advise on the above so I can erect on first thing Monday.

I am sorry I cannot do it sooner, but the UK PC's are not liking USA documents for some odd reason.

Regards,

Tom

17:10 Sat 31 Dec

Done

SCOPE OF WORK Revised 3+2_12.30.22.pdf

Open in Acrobat



The Vendor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

13. Deliveries

Deliveries of Kobus Pipe Pullers and Parts must be made at no charge F.O.B., regardless of the purchase order release amount to the City of Chicago,

Department of Water Management,

Bureau of Water Distribution Pipe Yard B

1424 W Pershing

ATTN: Carl Choi

Chicago IL 60609

DWM will provide Vendor with additional contact information upon award.

Deliveries must be made within ninety (90) business days after receipt of a purchase order release between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding any holidays. The Vendor must coordinate delivery time with the branches based on their business hours.



14. Training

Training is included in the cost the Pipe Pullers as per line 1 in the Schedule of Compensation. The standard training includes two (2) day pulling live services on-site (ideally 4 pulls) per crew/machine where a Kobus engineer ensures the crew is able to use the technology efficiently and above all safety.

Upon machine delivery and before training Kobus, Inc. will send the User Manual, RAMS, Conformity Certification (per machine with unique serial number), Spare

Tom Alianza
VP Operations |Kobus Inc

Cell: 1-(269) 615-5759
email: tom@kobus-inc.com
web: https://kobus-inc.com/

KPP400: WINNER OF THE ABBOTTS INNOVATION AWARD AT NASTT'19

SCOPE OF WORK AND DETAILED SPECIFICATION

Specification No. 1256834

1. Background

The Chicago Department of Water Management (DWM) seeks to purchase Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables. Per State Law DWM must implement lead service lines replacement (LSLR) on all breaks and leaks that occur starting January 1, 2023. The equipment will be used to pull lead water service from the ground and at the same time replace them with a copper service, with limited disruption to City streets, parkways, and homeowners' property.

DWM proposes contracting Kobus, Inc. a company that holds a patented technology for that type of equipment making it unique. Currently, some of the main techniques to replace water pipes include open cut excavation, pipe bursting, or horizontal directional drilling, all of which have limitations. Conversely, Kobus Pipe Puller offers a safer method that minimizes the risk of operators and members of the public being injured from dangerous debris. The pull is continuous and as a result the service pipe replacement can be done faster, more efficiently, cheaper, and more safely than other traditional methods.

2. General

The Vendor must furnish and deliver Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables.

3. Funding

The source of funds for payments under this Contract is Fund number: 022-0F69-0882025-4003-22000-30001051. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City of Chicago.

4. Pricing

The Vendor's pricing incorporates costs including, but not limited to the cost of the Purchase for the Pipe Pullers, delivery/transportation charges, training, routine maintenance, parts and labor for routine maintenance parts and repairs, insurance,

applicable taxes, warranty, overhead and profit, etc. that are required by this specification.

5. Scope of Work

The Vendor must furnish and deliver Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables as described below F.O.B, City of Chicago, Department of Water Management, in accordance with all the terms and conditions of these Specifications and as set forth herein. When Vendor delivers Kobus Pipe Pullers, Maintenance Service, Repairs, Parts, and Consumables, the Vendor will bear the risk of loss or damage to the product and/or supplies in transit and during offloading. Wherever "specified" is used herein it will mean "specified in the order." Wherever reference is made herein to any other specification, standard, regulation or method, it will mean the "latest revision thereof in effect at the time of award."

6. Contract Term

The Initial Term for this Contract will be thirty-six (36) months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

The City will establish the start and expiration dates at the time of formal award and release of this Contract.

The start date will be no later than the first (1st) day of the succeeding month from the date shown as the Contract Award.

7. Extension Option

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to twenty-four (24) months, subject to acceptable performance by the Vendor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single twenty-four (24) month extension or as up to two (2) separate extensions, each with a term no less than twelve (12) months.

No less than sixty (60) calendar days before the expiration of the Initial Term, or if previously extended, the expiration of the term as extended, the Chief

Procurement Officer will give the Vendor notice of the City's intent to exercise its option to renew the Contract. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of supply while procuring a replacement contract.

8. Technical Specifications:

DWM expects to procure twelve (12) Pipe Pullers over three (3) years and potentially another eight (8) over the two (2) year additional term should the Contract be extended. The Pipe Puller specifications are as follows:

Item	Specification
Dimensions Assembled	H66" x W24" x L36"
Weight	320 kgs (approx.) – 700lb
Spool Capacity	80 feet of 1¼" pipe*
Pipe diameters (ID)	½" to 1¼"
Pipe Lengths	Up to 80 feet; dependent on pipe and ground conditions
Pipe Materials	Steel, Lead, Copper, black poly, PE
Pulling Cable 10mm (3/8")	10mm (3/8") tapered and welded one end.
Pulling Cable 10mm (3/8") Maximum Breaking Load	MBL 23,000lbs
Pulling Cable 14mm (9/16")	14m (9/16") tapered and welded one end
Pulling Cable 14mm Maximum Breaking Load	MBL 46,200lbs
Excavator Type	Compact Excavators 35/45 Series

A complete, assembled, and functional Pipe Puller will include:

- Adapter Assembly 400 Series 3,5 Tn Excavator
- Leader Cable Low Friction 25m Ø5.2
- Leader Cable Dispensing Reel Ø340
- Tool Box KPP400 Kit (Pull in Copper)
- Excavator QH TAG (WainRoy) 027
- Excavator QH Fitting Kit Class 10.9
- Hydraulic Hose Assembly 5/8" x1.7m x 3/4" female - 3/4" male ends
(Extension adaptor kit BobCat)
- Hydraulic Hose Assembly 5/8" x0.7m x 3/4" female - 3/4" male ends
(Extension adaptor kit BobCat)

9. Patent Information

Kobus Inc. technology and methods are patented as follows:

- Winch & Method of Use, patent # US-10348069-82
- Portable Winch Assembly, patent # US-8550438-82
- Method for Replacing Pipes and Apparatus, patent # US-8277147-B2
- Components for Replacing Pipes, Method of Use and Kit of Parts for Use
in Removing Pipes, patent # US-10343877-82

10. Maintenance, Repairs, and Parts

Routine Maintenance

The Vendor must perform bi-annual routine Maintenance Service, Repairs, and Parts of the Kobus Pipe Pullers.

The routine maintenance will include:

- a. Dismantle hydraulics and motors

- b. Dismantle gears and bearings
- c. Clean, degrease and graphite grease gears
- d. Dismantle spool (male and female), remove spindle
- e. Clean, degrease and grease with silver or copper anti-seize spool male/ / female
- f. Check support bearings for rotation. No removal nor replacement needed
- g. Clean and regrease spool, check sliders and shoes. No replacement is needed.
- h. Fit new pinion bearings, clean and regrease pinions and main gear. Fit new O-ring on hardened cylinder.
- i. Fit new Main gear IGUS dry bearings, replace all flat washers and circlips on spindle.
- j. Clean and check spider and pins. Regrease and retrofit
- k. Put new 300bar seals on pinion stop plates, fit new 125mm O-Rings on motors and 103mm O-Rings on plates.
- l. Check motors integrity
- m. Retrofit all parts, perform rotation, conduct a pressure test, and dry run.
- n. Check overall machine geometry and integrity, and evaluate further damages or issues found.
- o. Visual inspection and report
- p. Return to customer.

Repairs and Parts under Routine Maintenance

The Vendor must provide the following parts for maintenance, repairs, and replacement at no additional cost to the City as part of the maintenance agreement quoted price.

- Internal seals
- O-Rings
- Bearings
- Grease

Non-Routine Maintenance Repairs, Consumables, Parts, and Labor

Non-routine maintenance will include maintenance outside the routine maintenance as described above and will be billed at an hourly rate.

Consumables Not included in the Maintenance and Repairs:

The Vendor must furnish Consumables per price list on the Schedule of Compensation.

Spare Parts Not included in the Maintenance and Repairs:

The Vendor must furnish spare parts as needed per the spare parts list on the Schedule of Compensation.

Labor

The Vendor's rate for non-routine maintenance repairs is \$125.00 per hour as per the schedule of compensation.

Kobus personnel has been trained and is specifically and uniquely specialized to work on the proprietary equipment.

11. Catalogs/Price List – Spare Parts

The Vendor submitted a copy of Kobus manufacturer published price lists/catalogs for non-routine maintenance spare parts indicated in the Scope of Work for use by the Department of Procurement Services, Comptroller's Office and DWM to facilitate audit of all invoices and Suborders off the Contract.

The original submitted and accepted Price list(s)/Catalog(s) will be valid and for the initial thirty-six (36) month Contract term beginning with the start date of the Contract. After the initial Contract term, the Vendor and DWM may negotiate new pricing. All pricing will be governed by the latest editions or supplements to current manufacturers published price lists unless specified otherwise in the scope.

The Vendor will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

12. Inventory Lead Time

The Vendor must maintain an inventory of sufficient diversity and quantity as to ensure the delivery of Pipe Pullers and Parts, within ninety (90) business days

after receipt of a DWM's order. In lieu of the inventory, the Vendor must be able to arrange such prompt delivery.

Failure of the Vendor to meet the above stated delivery requirements will be an event of default under this Contract and may further affect the Vendor's eligibility for future awards.

The Vendor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

13. Deliveries

Deliveries of Kobus Pipe Pullers, Consumables and Parts must be made at no charge F.O.B., regardless of the purchase order release amount to the City of Chicago,

Department of Water Management:

Bureau of Water Distribution Pipe Yard B

1424 W Pershing

ATTN: Carl Choi

Chicago IL 60609

DWM will provide Vendor with additional contact information upon award.

Deliveries must be made within ninety (90) business days after receipt of a purchase order release between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding any holidays. The Vendor must coordinate delivery time with the branches based on their business hours.

14. Training

Training is included in the cost the Pipe Pullers as per line 1 in the Schedule of Compensation. The standard training includes two (2) day pulling live services on-site (ideally 4 pulls) per crew/machine where a Kobus engineer ensures the crew is able to use the technology efficiently and above all safely.

Upon machine delivery and before training Kobus, Inc. will send the User Manual, RAMS, Conformity Certification (per machine with unique serial number), Spare Parts manual.

15. Safety

The Vendor, its agents, employees, suppliers and/or subcontractors, will perform all work related to this Contract in a safe and responsible manner. Vendors and subcontractors, will at their own expense, conform to the safety policies and regulations established and will comply with all specific safety requirements promulgated by the City of Chicago and any government authority, including without limitation the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or will be promulgated by the parties or agencies which administer the Acts.

Vendor and subcontractors will comply with said requirements, standards and regulations, as required and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers; and will directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agent, employees, or material suppliers to so comply.

16. Clean-up

The Vendor must, during the progress of the work, remove and dispose of all demolished materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the Participating Department. Upon completion of work, the Vendor must remove all surplus materials, tools and machinery from the work site, and restore the site to the same general condition that existed prior to the commencement of its operation.

17. Protection of Work, Damages, and Repairs

The Vendor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Vendor will be responsible for and will repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part

of the Vendor or of its employees, or on the part of the Vendors subcontractors or its employees.

18. Use of City Facilities

Use of City telephones, equipment or other apparatus at City facilities is prohibited without the prior approval of the Commissioner of the Department of Water Management. While on City premises, the Vendor must not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Vendor for any loss of equipment, tools or materials stored on City property.

19. Access to City Facilities

The Vendor must abide by all the Water Management Department policies and procedures for security clearance and access to City facilities. The Vendor, its employees and its subcontractors must comply with all security requirements and must perform work and schedule work in a way that does not disrupt the normal operations at each facility.

20. Manufacturer's Warranty and Product Information

If in performance of the Services, the Vendor provides any goods, the Vendor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Vendor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.). The Vendor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

21. Vendor's Warranties

If in performance of the Services, the Vendor provides any goods, the Vendor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Vendor has not informed the City.

The Vendor expressly warrants that all goods shall be merchantable within the meaning of Article 2- 314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Vendor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Vendor hereby warrants for a period of at least one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will Wide Format Color/Black & White Integrated Multi-Functional Scanner/Plotters, Department of Water Management, Specification Number 1151766A Work Services Form Contract 07.22.2019 Special Conditions for Work Services Contracts 01.13.2017 64 commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Vendor's Warranty means the Vendor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Vendor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Vendor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Vendor's Warranty period, a latent defect in the work is discovered, the Vendor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

22. Invoices

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Department of Water Management:

Chicago Department of Water Management

Accounts Payables

Attn: Gary Dietz

1000 E. Ohio Street, +51

Chicago, IL 60611

Or emailed to: gary.deitz@cityofchicago.org

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s) (a.k.a. proposal pages).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago.

As stated, the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, subcontractors Payment Certification forms must be mailed to the department that ordered the goods or services.

23. Price Adjustments for Fully Assembled Kobus Pipe Pullers – Line 1

Original contract prices will remain fixed throughout the first twenty-four (24) calendar months of the Contract term. Beginning on the date after the initial twenty-four (24) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Vendor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Vendor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Vendor does not request a price adjustment within such thirty (30) calendar day period, Vendor will not be entitled to a price adjustment for the upcoming year. Contract pricing adjustments will be calculated as outlined below.

The CPO may request additional information to verify the price change. Vendor's unit prices will be increased by no more than the percentage amount of increase in the Producer's Price Index (PPI) or five percent (5%), whichever is less, for each one (1) year term. Vendor's request for a price increase must be furnished as a certified statement or affidavit and must include the percentage increase requested

in accordance with this section, detailed pricing data and any and all supporting documentation justifying the increase.

Annual requests for price adjustments will reference the Producer Price Index PPI Commodity Data Group for "**Machinery and Equipment**", Item: "**winches, aerial work platforms, and automotive wrecker hoists, including parts and attachments**" Series ID: WPU112J0101 Not Seasonally Adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This Index can currently be found on the Internet at <http://stats.bls.gov/ppi>.; go to Series Report and enter Series ID number.

The adjusted Contract price will be determined by performing the following calculation: The original contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted contract price(s). The quotient will be calculated by dividing the index value of the last full month of the annual contract period available at the time of the price adjustment by the index value at the time of the contract award.

For subsequent increases, the formula should be applied again, taking that year's index value at the time of calculation, dividing it by the index value at the time of contract award, and proceeding as described in the example below.

Example:

Start date of the contract is January 1, 2010. If Vendor requests price increase January 20, 2011(within the 30-day request period), Calculation will be as follows:

*Quotient will be calculated by using the **Index at the time of contract award**;(i.e. Contract start date is January 1, 2010; --178.4)*

*Index value of the last full month of the **annual contract period** available at the time of price adjustment (i.e. December 31, 2010; -- 187.2)*

$$187.2 / 178.4 = 1.049$$

$$1.049 \times \text{Original Price} = \text{Adjusted Price}$$

Adjusted price(s) may be higher or lower than the Original Price as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested.

If Producer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the PPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

24. Price Adjustments for Pulling Cables (Consumables).

Original contract prices will remain fixed throughout the first twelve (12) calendar months of the Contract term. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Vendor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Vendor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Vendor does not request a price adjustment within such thirty (30) calendar day period, Vendor will not be entitled to a price adjustment for the upcoming year. Contract pricing adjustments will be calculated as outlined below.

The CPO may request additional information to verify the price change. Vendor's unit prices will be increased by no more than the percentage amount of increase in the Producer's Price Index (PPI) or five percent (5%), whichever is less, for each one (1) year term. Vendor's request for a price increase must be furnished as a certified statement or affidavit and must include the percentage increase requested in accordance with this section, detailed pricing data and any and all supporting documentation justifying the increase.

Annual requests for price adjustments will reference the Producer Price Index (PPI) for "**Metal and Metal Products**", Item: **Ferrous Wire Rope, cable, Forms and Strand**, Series ID: **WPU108801** not seasonally adjusted, as it appears in the periodical Producer Price Indices published by the U.S. Department of Labor,

Bureau of Labor Statistics. This Index can currently be found on the Internet at <http://stats.bls.gov/ppi>.; go to Series Report and enter Series ID number.

The adjusted Contract price will be determined by performing the following calculation: The original contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted contract price(s). The quotient will be calculated by dividing the index value of the last full month of the annual contract period available at the time of the price adjustment by the index value at the time of the contract award.

For subsequent increases, the formula should be applied again, taking that year's index value at the time of calculation, dividing it by the index value at the time of contract award, and proceeding as described in the example below.

Example:

Start date of the contract is January 1, 2010. If Vendor requests price increase January 20, 2011 (within the 30-day request period), Calculation will be as follows:

*Quotient will be calculated by using the **Index at the time of contract award**; (i.e. Contract start date is January 1, 2010; --178.4)*

*Index value of the last full month of the **annual contract period** available at the time of price adjustment (i.e. December 31, 2010; -- 187.2)*

$$187.2 / 178.4 = 1.049$$

$$1.049 \times \text{Original Price} = \text{Adjusted Price}$$

Adjusted price(s) may be higher or lower than the Original Price as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the PPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested.

If Producer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the PPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

Any items delivered by the Vendor at the new price, without properly executed contract modification signed by the Chief Procurement Officer, is made at the Vendor's risk. Consequently, in the event that such modification is not executed by the City, the Vendor hereby released the City from any liability.

**25. Price Adjustments for other Consumables per Consumables List Price
(except Pulling Cables)**

Original Contract prices will remain fixed throughout the first twenty-four (24) calendar months of the Contract term. Beginning on the date after the initial twenty-four (24) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Vendor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Vendor showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Vendor does not request a price adjustment within such thirty (30) calendar day period, Vendor will not be entitled to a price adjustment for the upcoming year. Contract pricing adjustments will be calculated as outlined below.

The CPO may request additional information to verify the price change. Vendor's unit prices will be increased by no more than three percent (3%), for each one (1) year term after the initial twenty-four (24) month term. Vendor's request for a price increase must be furnished as a certified statement or affidavit and must include the percentage increase requested in accordance with this section, detailed pricing data and any and all supporting documentation justifying the increase.

26. Price Adjustments for Spare Parts

















The Vendor agrees to hold spare parts pricing for the original three (3) year term.

SCHEDULE OF COMPENSATION













LINE	DESCRIPTION	U/M	DELIVERED PRICE
1	Kobus Pipe Puller includes - Adapter Assembly 400 Series 3,5 Tn Excavator - Leader Cable Low Friction 25m Ø5.2 - Leader Cable Dispensing Reel Ø340 - Tool Box KPP400 Kit (Pull in Copper) - Excavator QH TAG (WainRoy) 027 - Excavator QH Fitting Kit Class 10.9 - Hydraulic Hose Assembly 5/8" x1.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat) - Hydraulic Hose Assembly 5/8" x0.7m x 3/4" female - 3/4" male ends (Extension adaptor kit BobCat) (training, packing, FOB shipping)	each	\$64,880
2	Bi-Annual Routine Maintenance Service, Repair, and Parts (inclusive of parts and labor for routine maintenance)	each	\$4,000.00
3	Consumables and Spare Parts Price Lists Outside Routine Maintenance Parts	USD	Price Lists
4	Labor (non-Routine Maintenance)	hour	\$125.00

Commodities
Sole Source Submission
Purchase for Kobus Pipe Pullers, Maintenance
Service, Repairs, Parts, and Consumables

2022-23 CONSUMABLES PRICE LIST

Part Number	Description		Shipping & Packing	Price/EA	Note	Price/EA if LESS than MOQ
KS.03005.0802.00	Loop Shackle Ø8mm Extended		FREE*	\$ 10.00	MOQ of 25 items for FREE shipping	\$ 20.00
KS.03026.0815.03	D Shackle C/S Pin Ø8 x 15mm (Stainless Steel)		FREE*	\$ 12.00	MOQ of 100 items for FREE shipping	\$ 24.00
KS.03030.0703.00	K-Sock Ø3/4" x L25" Double weave non coated		FREE*	\$ 125.00	MOQ of 25 items for FREE shipping	\$ 250.00
KS.03030.0603.00	K-Sock Ø1.0"-1.5" x L30" Double weave non coated		FREE*	\$ 150.00	MOQ of 25 items for FREE shipping	\$ 300.00
KS.02014.0113.00	U-Bolt Cable Clip 16mm		FREE*	\$ 20.00	MOQ of 10 items for FREE shipping	\$ 40.00
KS.03015.1536.12	K-Line 1.5mm (MBL 360kgs/792lb) drawstring Red		FREE*	\$ 280.00	MOQ of 5 items for FREE shipping	\$ 560.00
KS.03006.1000.00	Spring Loaded Head 10mm		FREE*	\$ 12.00	MOQ of 10 items for FREE shipping	\$ 24.00
KS.03006.1300.00	Spring Loaded Head 13mm		FREE*	\$ 15.00	MOQ of 10 items for FREE shipping	\$ 30.00
KS.03020.1200.00	Hand Ratchet 1/2" square head		FREE*	\$ 55.00	MOQ of 5 items for FREE shipping	\$ 110.00
KS.03022.1312.00	Deep Socket M13 x 1/2"		FREE*	\$ 35.00	MOQ of 5 items for FREE shipping	\$ 70.00
KS.03022.2112.00	Deep Socket M21 x 1/2"		FREE*	\$ 40.00	MOQ of 5 items for FREE shipping	\$ 80.00
KS.03018.1400.00	Fixed Wrench M14		FREE*	\$ 34.00	MOQ of 5 items for FREE shipping	\$ 68.00
KS.03028.0400.00	Hex Key M4		FREE*	\$ 25.00	MOQ of 5 items for FREE shipping	\$ 50.00
KS.03021.0400.00	Anti-Seize Lubricant for KPP400 Spool		FREE*	\$ 35.00	MOQ of 5 items for FREE shipping	\$ 70.00
KS.03002.0125.52	Low Friction Leader Cable 25m		FREE*	\$ 290.00	MOQ of 5 items for FREE shipping	\$ 580.00
KS.03002.0434.00	Dispensing Reel for leader cable		FREE*	\$ 265.00	MOQ of 5 items for FREE shipping	\$ 530.00

Commodities
Sole Source Submission
Purchase for Kobus Pipe Pullers, Maintenance
Service, Repairs, Parts, and Consumables

KS.04001.1009.01	Pulling Cable 10mm 9m/30'		FREE*	\$ 190.00	MOQ of 2200 - 2400lb volumetric weight	\$ 380.00
KS.04001.1012.01	Pulling Cable 10mm 12m/40'		FREE*	\$ 200.00	MOQ of 2200 - 2400lb volumetric weight	\$ 400.00
KS.04001.1015.01	Pulling Cable 10mm 15m/50'		FREE*	\$ 225.00	MOQ of 2200 - 2400lb volumetric weight	\$ 450.00
KS.04001.1018.01	Pulling Cable 10mm 18m/60'		FREE*	\$ 243.00	MOQ of 2200 - 2400lb volumetric weight	\$ 486.00
KS.04001.1021.01	Pulling Cable 10mm 21m/70'		FREE*	\$ 275.00	MOQ of 2200 - 2400lb volumetric weight	\$ 550.00
KS.04001.1024.01	Pulling Cable 10mm 24m/80'		FREE*	\$ 300.00	MOQ of 2200 - 2400lb volumetric weight	\$ 600.00
KS.04001.1409.01	Pulling Cable 14mm 9m/30'		FREE*	\$ 195.00	MOQ of 2200 - 2400lb volumetric weight	\$ 390.00
KS.04001.1412.01	Pulling Cable 14mm 12m/40'		FREE*	\$ 225.00	MOQ of 2200 - 2400lb volumetric weight	\$ 450.00
KS.04001.1415.01	Pulling Cable 14mm 15m/50'		FREE*	\$ 265.00	MOQ of 2200 - 2400lb volumetric weight	\$ 530.00
KS.04001.1418.01	Pulling Cable 14mm 18m/60'		FREE*	\$ 295.00	MOQ of 2200 - 2400lb volumetric weight	\$ 590.00
KS.04001.1421.01	Pulling Cable 14mm 21m/70' (*)		FREE*	\$ 340.00	MOQ of 2200 - 2400lb volumetric weight	\$ 680.00
KS.04001.1424.01	Pulling Cable 14mm 24m/80' (*)		FREE*	\$ 380.00	MOQ of 2200 - 2400lb volumetric weight	\$ 760.00

* requires TWO MAN lift

Spare Parts

#	Item Name/Num	Description	Qty/KPP	Price EACH (\$)
1	KS.02059.0400.00	Pinion Gear 400 Series	2	\$ 2,000.00
2	KS.02043.0400.00	Main Gear 400 Series	1	\$ 3,000.00
3	KS.02061.0400.00	Hardened Stop Plate 400 Series	2	\$ 350.00
4	KS.05050.0139.00	Circlip Internal	2	\$ 5.00
5	KS.02054.3335.81	O-ring	2	\$ 10.00
6	KS.02001.0400.01	Spool Male 400 Series	1	\$ 4,000.00
7	KS.02014.0113.00	U-bolt Cable Clip	1	\$ 20.00
8	KS.02002.0400.01	Spool Female 400 Series	1	\$ 3,500.00
9	KS.02004.0400.00	Motor Hydraulic 400 Series	2	\$ 3,000.00
10	KS.02005.0004.00	Foot Roller Assembly 400 Series	1	\$ 2,500.00
11	KS.02048.0104.00	Roller Axle Upper 400 Series	1	\$ 250.00
12	KS.02048.0204.00	Roller Axle Central 400 Series	1	\$ 225.00
13	KS.02048.0304.00	Roller Axle Upper Tyre Nylube 400 Series	1	\$ 400.00
14	KS.02048.0404.00	Roller Axle Central Tyre Nylube 400 Series	1	\$ 350.00
15	KS.05100.0850.88	Hex Bolt	4	\$ 5.00
16	KS.05202.0800.88	Nylon Insert Lock Nut M12 Class 8.8	4	\$ 5.00
17	KS.02049.0400.00	Frame and Tower Fabrication 400 Series	1	\$ 13,000.00
18	KS.02043.0204.00	Main Gear Drive Pin 400 Series	2	\$ 150.00
19	KS.05105.1230.88	Hex Flanged Bolt	4	\$ 5.00
20	KS.02041.0204.00	Main Gear Bushing Flanged	2	\$ 25.00
21	KS.02043.0304.00	Main Gear Small Washer 400 Series	2	\$ 25.00
22	KS.02042.0104.00	Spider Drive 400 Series	1	\$ 750.00
23	KS.02042.0204.00	Spider Drive Pin 400 Series	2	\$ 150.00
24	KS.02034.0328.00	Bearing	4	\$ 100.00
25	KS.05050.0190.00	Circlip Internal	2	\$ 20.00
26	KS.02043.0504.00	Main Gear Large Washer 400 Series	2	\$ 25.00
27	KS.02043.0404.00	Main Gear Spindle 400 Series	1	\$ 150.00
28	KS.05050.0232.00	Circlip External	2	\$ 5.00
29	KS.05050.0130.00	Circlip Internal	1	\$ 5.00
30	KS.05050.0220.00	Circlip External	1	\$ 5.00
31	KS.05307.0020.00	Shim Washer	1	\$ 5.00
32	KS.02016.0104.00	Safety Cover Gears 400 Series	1	\$ 750.00
33	KS.02050.0400.00	Pinion Seal Plate 400 Series	2	\$ 500.00
34	KS.05100.0830.88	Hex Bolt	4	\$ 5.00
35	KS.02054.1025.75	O-ring	2	\$ 25.00
36	KS.02054.1230.75	O-ring	2	\$ 25.00
37	KS.02047.0157.03	Seal Radial	2	\$ 1,250.00
38	KS.02051.0104.00	Slide Block Nylube 400 Series	1	\$ 500.00

Commodities
Sole Source Submission
Purchase for Kobus Pipe Pullers, Maintenance
Service, Repairs, Parts, and Consumables

39	KS.05108.0801.88	Low Head Socket Cap Screw	2	\$	5.00
40	KS.05300.0880.00	Flat washer	10	\$	5.00
41	KS.05207.0800.88	Flange Nut	2	\$	5.00
42	KS.02033.0304.00	Foot Assembly Fabrication 400 Series	1	\$	5,500.00
43	KS.02005.0704.00	Foot Roller Assembly Roller Pin 400 Series	1	\$	450.00
44	KS.02005.0804.00	Foot Roller Assembly Roller Pin Sleeve 400 Series	2	\$	200.00
45	KS.02005.0904.00	Foot Roller Assembly Roller Packer Nylube 400 Series (ea)	2	\$	250.00
46	KS.02033.0104.02	Foot Assembly Front Plate 400 Series (Wide Version)	1	\$	2,500.00
47	KS.02033.0404.00	Foot Assembly Slew Ring Cap 400 Series	1	\$	300.00
48	KS.02033.0504.00	Foot Assembly Slew Ring Spacer 400 Series	1	\$	300.00
49	KS.02033.0604.00	Foot Assembly Slew Ring Bearing Nylube 400 Series	1	\$	350.00
50	KS.02044.0104.00	Pipe Deflector Plate 400 Series	1	\$	650.00
51	KS.05102.1201.88	Hex Set Screw	8	\$	5.00
52	KS.05102.1230.88	Hex Set Screw	2	\$	5.00
53	KS.05104.1235.88	Socket Countersunk Screw	4	\$	10.00
54	KS.05102.1245.88	Hex Set Screw	6	\$	5.00
55	KS.05202.1200.88	Nylon Insert Lock Nut	27	\$	5.00
56	KS.05300.1280.00	Flat washer	32	\$	5.00
57	KS.05300.1286.00	Flat washer	2	\$	5.00
58	KS.05050.0245.00	Circlip External	2	\$	5.00
59	KS.02038.0204.00	Spool Roller Bearing Pin Spool-Side 400 Series	2	\$	250.00
60	KS.02034.0429.00	Bearing Support Roller	4	\$	500.00
61	KS.02038.0604.00	Spool Roller Bearing Washer	8	\$	25.00
62	KS.02038.0404.00	Spool Roller Bottom Roller Nylube 400 Series	2	\$	75.00
63	KS.02038.0304.00	Spool Roller Bearing Pin Gear-Side 400 Series	4	\$	250.00
64	KS.02038.0704.00	Spool Roller Bearing Spacer	8	\$	50.00
65	KS.02038.0804.00	Spool Roller Spacing Washer	4	\$	50.00
66	KS.02038.0504.00	Spool Roller Top Roller Nylube 400 Series	2	\$	75.00
67	KS.05050.0250.00	Circlip External	12	\$	5.00
68	KS.02036.0204.00	Wear Strip Curved Nylube 400 Series	4	\$	200.00
69	KS.02036.0304.00	Wear Strip Straight Nylube 400 Series	4	\$	200.00
70	KS.02052.0004.00	Axial Stop Plate 400 Series	4	\$	300.00
71	KS.05109.0414.88	Socket Button Head Screw	16	\$	5.00
72	KS.05109.1020.88	Socket Button Head Screw	8	\$	5.00
73	KS.05208.0400.88	Square Thin Nut	8	\$	5.00
74	KS.02053.0104.00	Quick Hitch Bolt-On Assembly 400 Series	1	\$	2,500.00
75	KS.02053.3004.00	Quick Hitch 30mm Pin&Plate 400 Series	2	\$	150.00
76	KS.02023.0410.40	Pin Linch	2	\$	20.00

Commodities
Sole Source Submission
Purchase for Kobus Pipe Pullers, Maintenance
Service, Repairs, Parts, and Consumables

77	KS.05100.1655.10	Hex Bolt	6	\$	10.00
78	KS.05209.1600.88	Prevailing torque Nut	6	\$	5.00
79	KS.05300.1682.00	Flat washer	12	\$	5.00
80	KS.02045.0732.01	Hydraulic Adapter Union male/male	4	\$	20.00
81	KS.02045.0934.01	Hydraulic Self Centering Bonded Seal	4	\$	5.00
82	KS.02045.0234.12	Hydraulic T Branch Male/Female/Male	2	\$	50.00
83	KS.02045.0930.00	Hydraulic Self Centering Bonded Seal	4	\$	5.00
84	KS.02045.0737.01	Hydraulic Adapter Union male/male	2	\$	20.00
85	KS.02045.1101.01	Hydraulic Hose Assembly	1	\$	350.00
86	KS.02045.1102.01	Hydraulic Hose Assembly	1	\$	350.00
87	KS.02045.1103.01	Hydraulic Hose Assembly	1	\$	200.00
88	KS.02045.1107.01	Hydraulic Hose Assembly	1	\$	200.00
89	KS.02045.0312.08	Hydraulic BFCV with Check	2	\$	200.00
90	KS.05006.0594.01	Sticker Warnings Label 365x60 (USA spec)	1	\$	20.00
91	KS.05006.0192.00	Sticker Kobus Logo B&W 120x60mm	3	\$	5.00
92	KS.02056.0139.01	Serial Number Plate Aluminium (USA Spec)	1	\$	20.00
93	KS.05008.6012.00	Bungee Cord	1	\$	10.00
94	KS.02016.0204.03	Safety Cover Spool 400 Series (Assembly)	1	\$	1,500.00
95	KS.02057.0435.00	Adapter Assembly 400 Series 3,5 Tn Excavator	1	\$	1,750.00
96	KS.03029.0727.00	Excavator QH TAG (WainRoy) 027	1	\$	1,650.00
97	KS.03029.9900.10	Excavator QH Fitting Kit Class 10.9	1	\$	125.00

Anthony

[Signature]

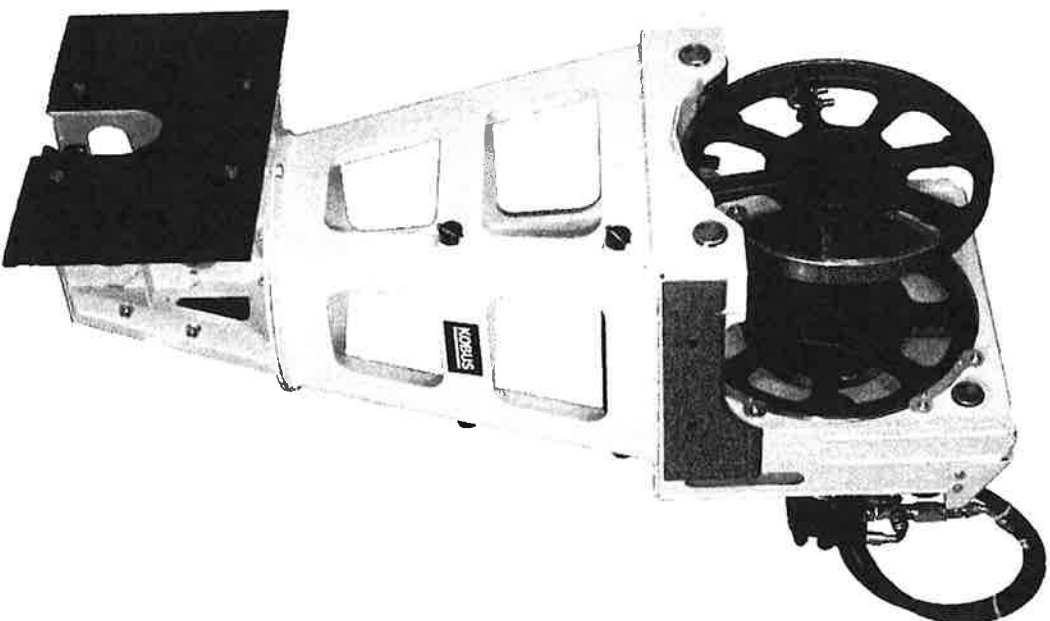
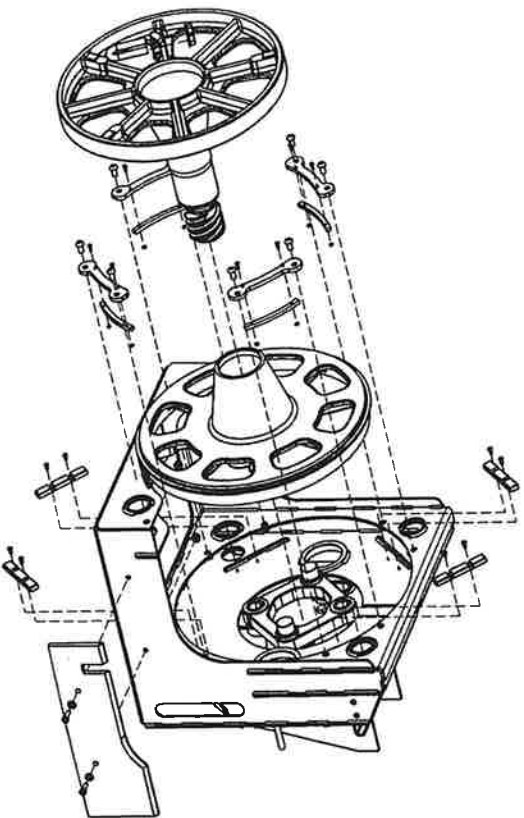
SPARE PARTS MANUAL



KOBUS Inc.

KPP400 – Spare Parts Manual

KOBUS 400 Series Pipe Puller



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Notes

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Introduction

This is the Kobus spares manual for the **Kobus KPP400 series Pipe Puller**. It provides individual parts identification in each key assembly of the Puller.

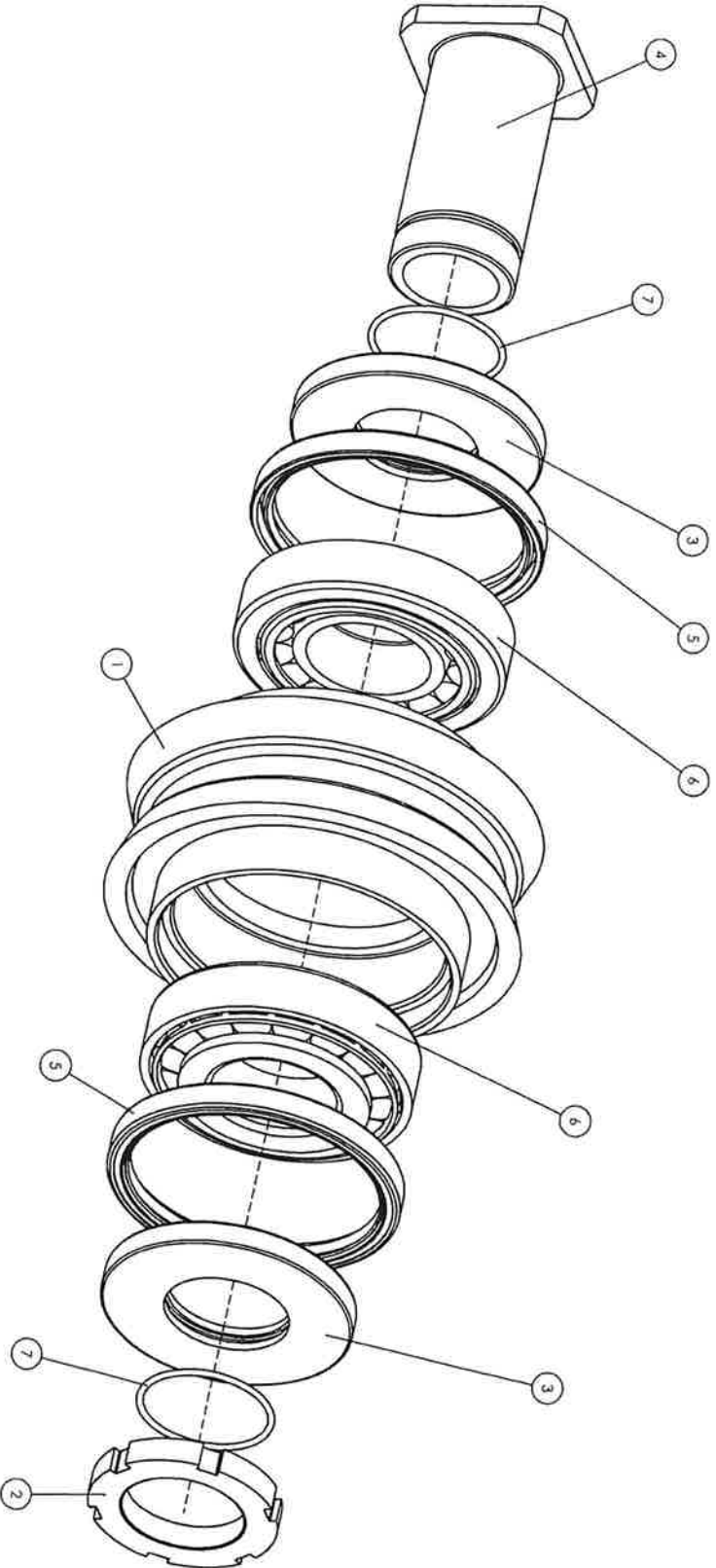
Disclaimer

You have ordered from Kobus Inc spare parts for goods that you have previously purchased from Kobus Inc.

You have identified the spare parts required and have elected to install the spare parts rather than returning the goods to Kobus Inc for repair. The installation of the spare parts is therefore undertaken by you entirely at your risk and Kobus Inc shall have no liability in relation to the installation of the spare parts or any damage caused to your goods by the incorrect identification of the spare parts required or incorrect installation of the spare parts.

Kobus's liability for the sale of the spare parts to you is governed by Kobus Inc terms and conditions.

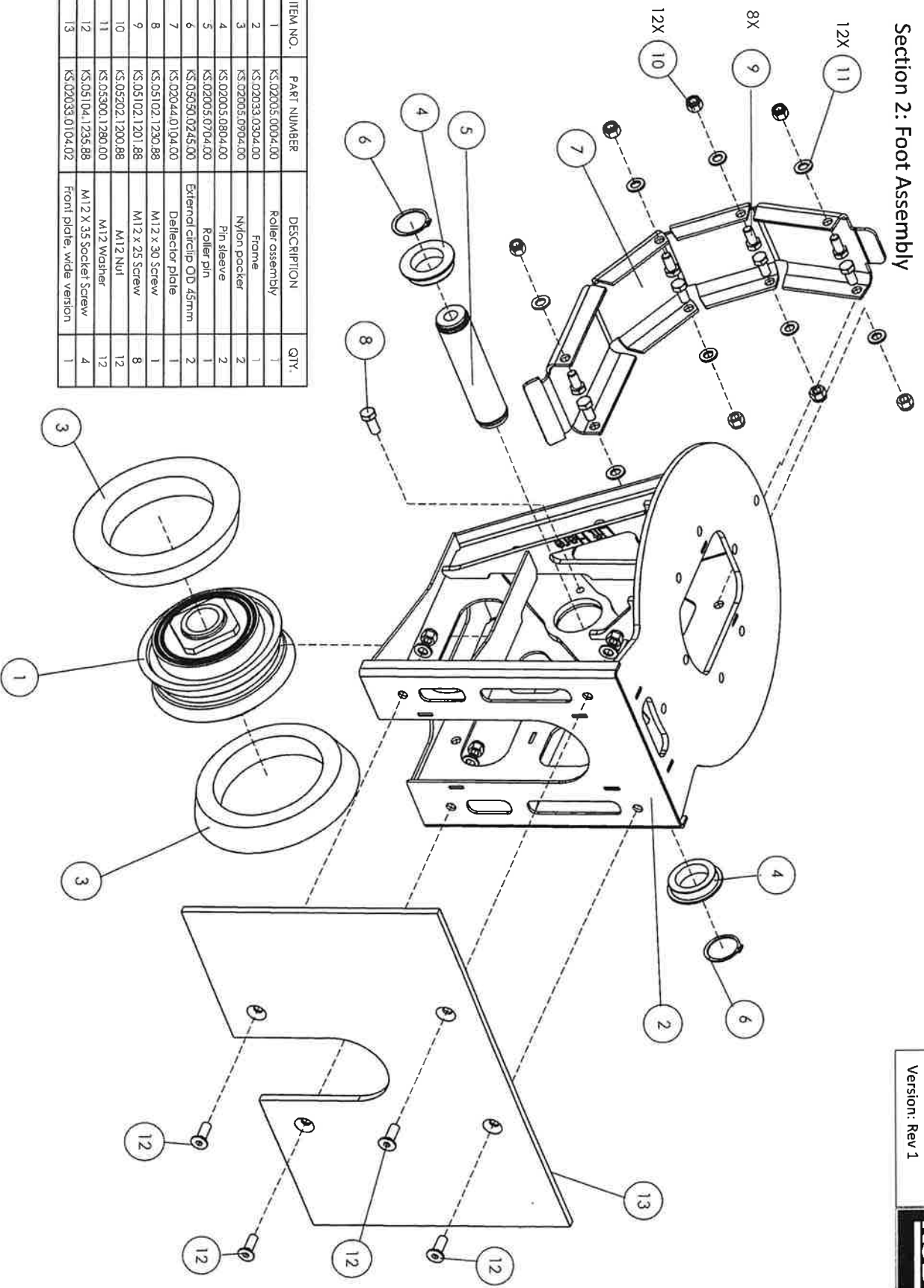
Section 1: Foot Roller Assembly



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS:02005.0104.00	Roller	1
2	KS:05211.6000.88	Slotted Round Nut	1
3	KS:02005.0604.00	Clamp Washer	2
4	KS:02005.0204.00	Axle	1
5	KS:02047.0112.02	Seal	2
6	KS:02034.0137.00	Bearing	2
7	KS:02054.5930.02	O-ring	2

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Section 2: Foot Assembly

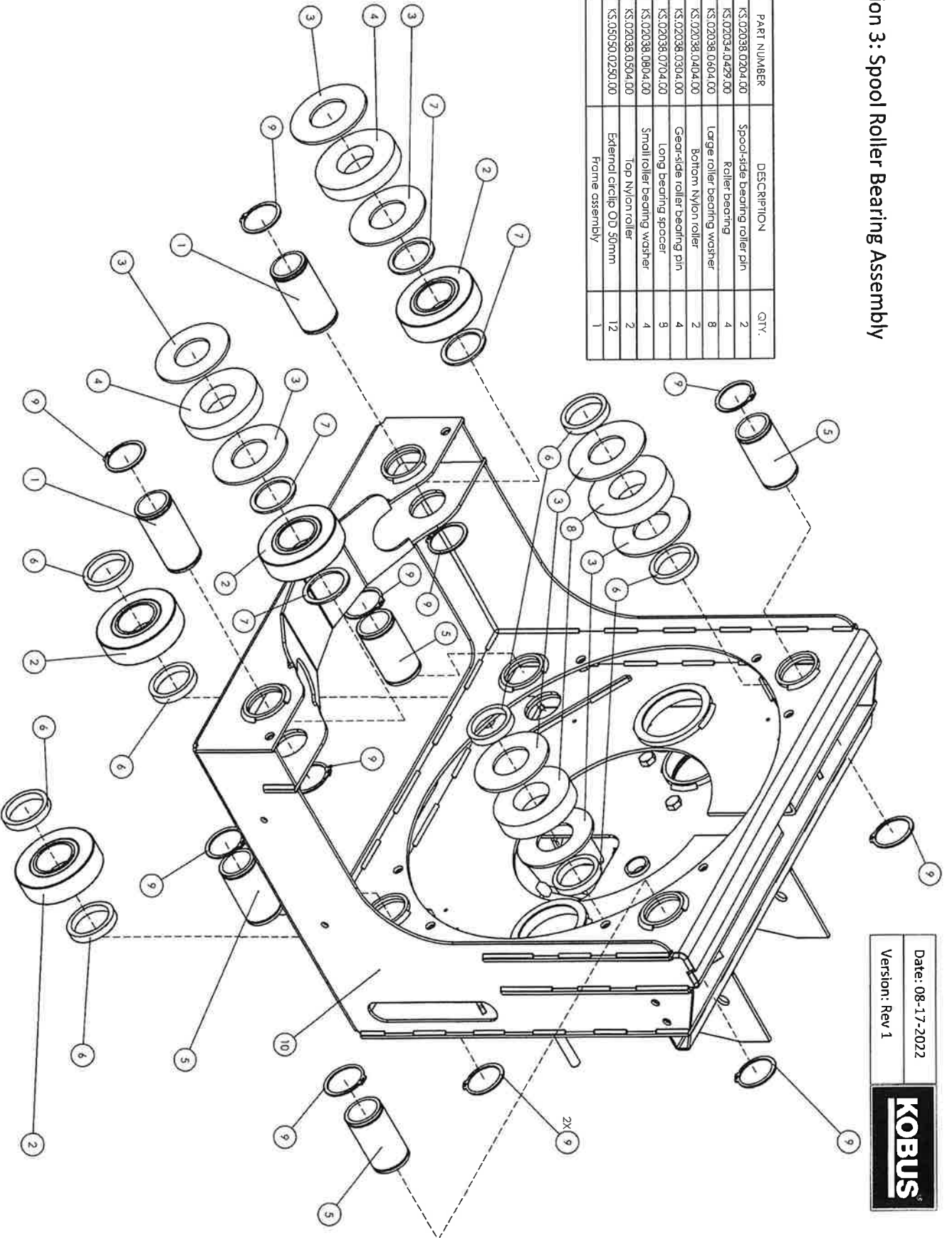


ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02003.0004.00	Roller assembly	1
2	KS.02033.0304.00	Frame	1
3	KS.02005.0704.00	Nylon packer	2
4	KS.02005.0804.00	Pin sleeve	2
5	KS.02005.0704.00	Roller pin	1
6	KS.05050.0245.00	External circlip OD 45mm	2
7	KS.02044.0104.00	Detector plate	1
8	KS.05102.1290.88	M12 x 30 Screw	1
9	KS.05102.1201.88	M12 x 25 Screw	8
10	KS.05202.1200.88	M12 Nut	12
11	KS.05300.1280.00	M12 Washer	12
12	KS.05104.1235.88	M12 X 35 Socket Screw	4
13	KS.02033.0104.02	Front plate, wide version	1

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KOBUS

Section 3: Spool Roller Bearing Assembly

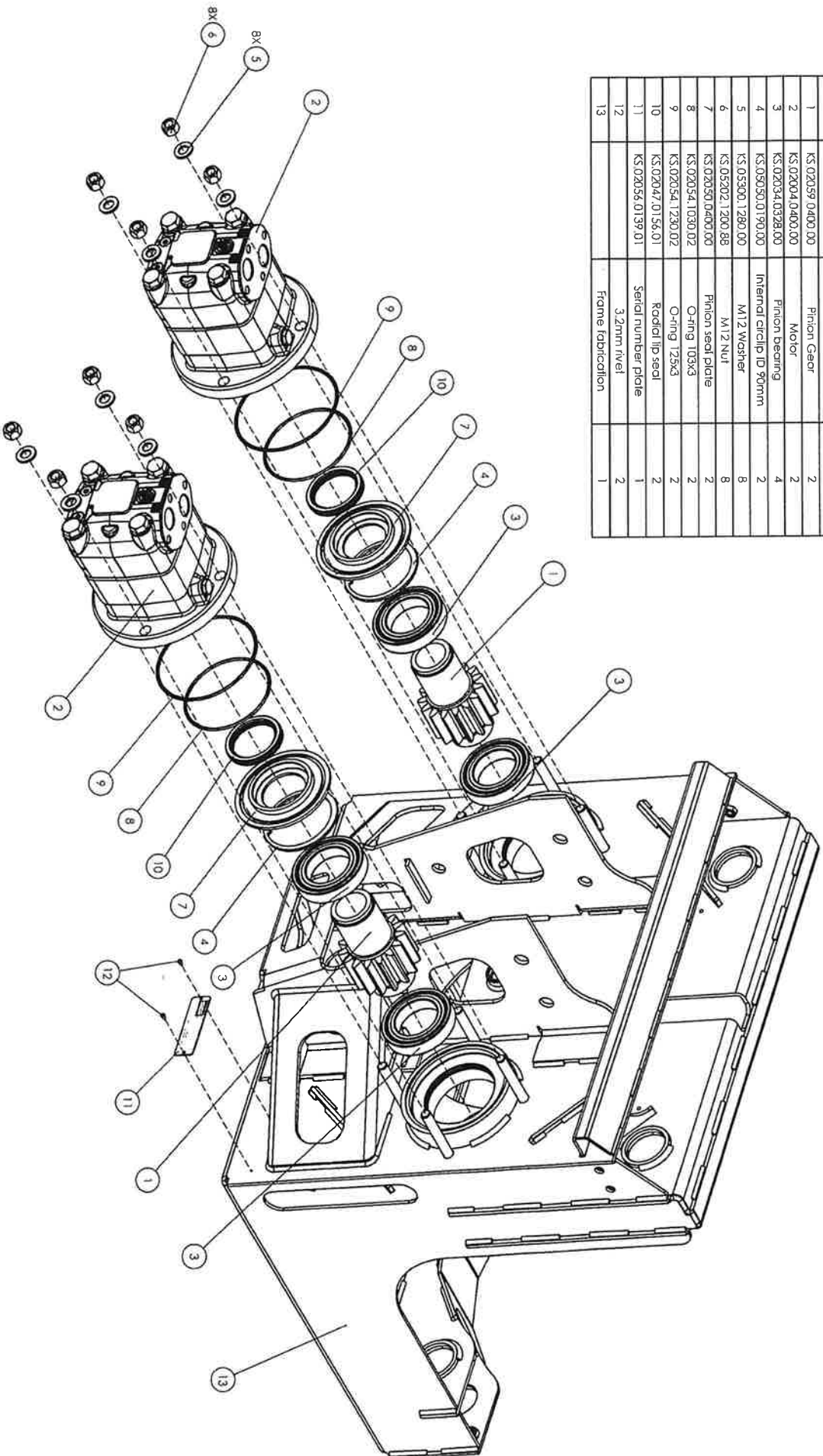
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02038.0204.00	Spool-side bearing roller pin	2
2	KS.02034.0429.00	Roller bearing	4
3	KS.02038.0604.00	Large roller bearing washer	8
4	KS.02038.0404.00	Bottom Nylon roller	2
5	KS.02038.0304.00	Geo-side roller bearing pin	4
6	KS.02038.0704.00	Long bearing spacer	9
7	KS.02038.0804.00	Small roller bearing washer	4
8	KS.02038.0504.00	Top Nylon roller	2
9	KS.05050.0250.00	External circle OD 50mm	12
10		Frame assembly	1



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 Version: Rev 1

Section 4: Pinion Gear & Motor Assemblies

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02059.0400.00	Pinion Gear	2
2	KS.02004.0400.00	Motor	2
3	KS.02034.0328.00	Pinion bearing	4
4	KS.05050.0190.00	Internal circlip ID 90mm	2
5	KS.03300.1280.00	M12 Washer	8
6	KS.05202.1200.88	M12 Nut	8
7	KS.02050.0400.00	Pinion seal plate	2
8	KS.02054.1030.02	O-ring 103x3	2
9	KS.02047.0156.01	Radial lip seal	2
10	KS.02047.0156.01	Radial lip seal	2
11	KS.02056.0139.01	Serial number plate	1
12		3.2mm rivet	2
13		Frame fabrication	1

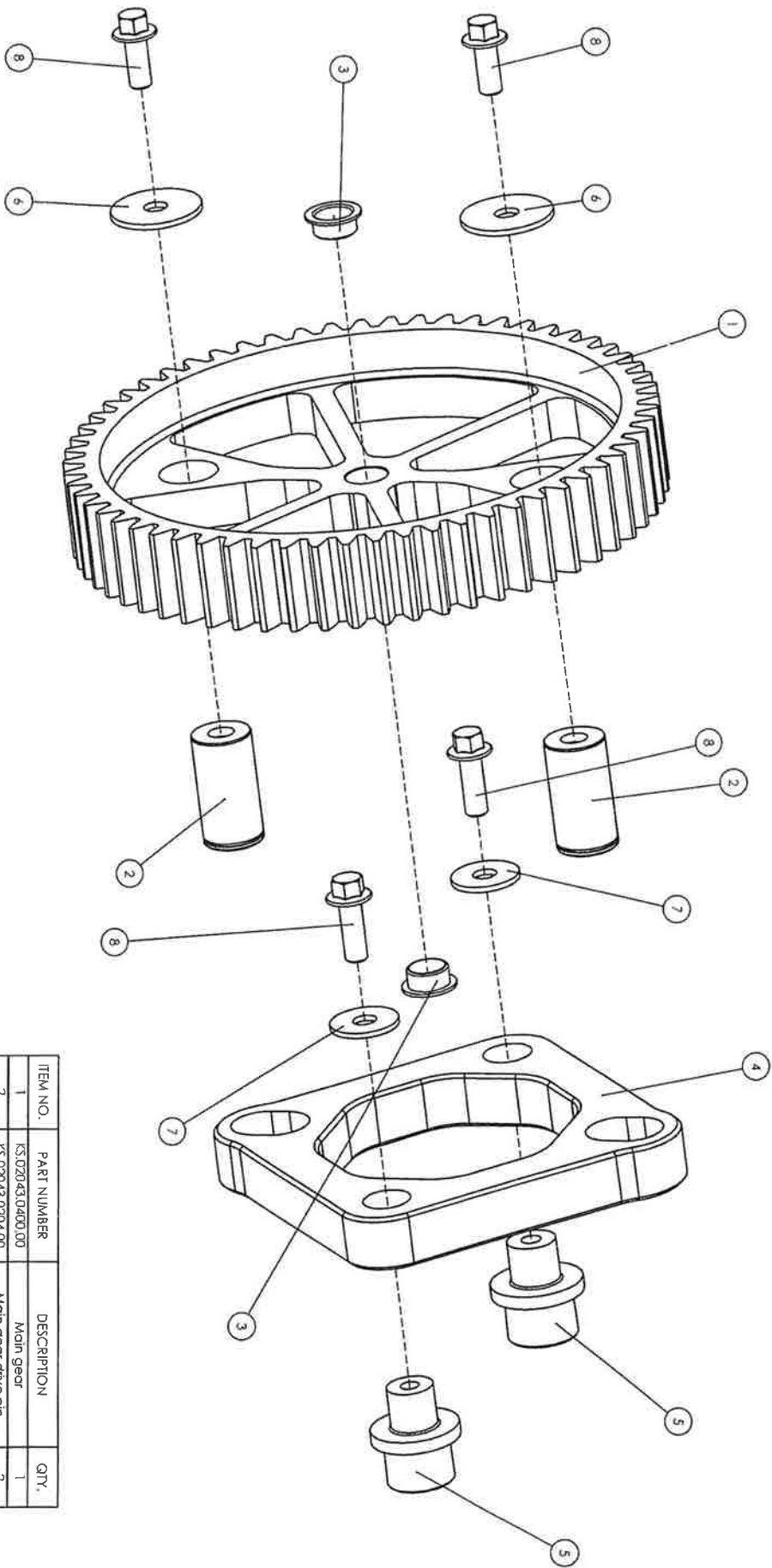


Date: 08-17-2022

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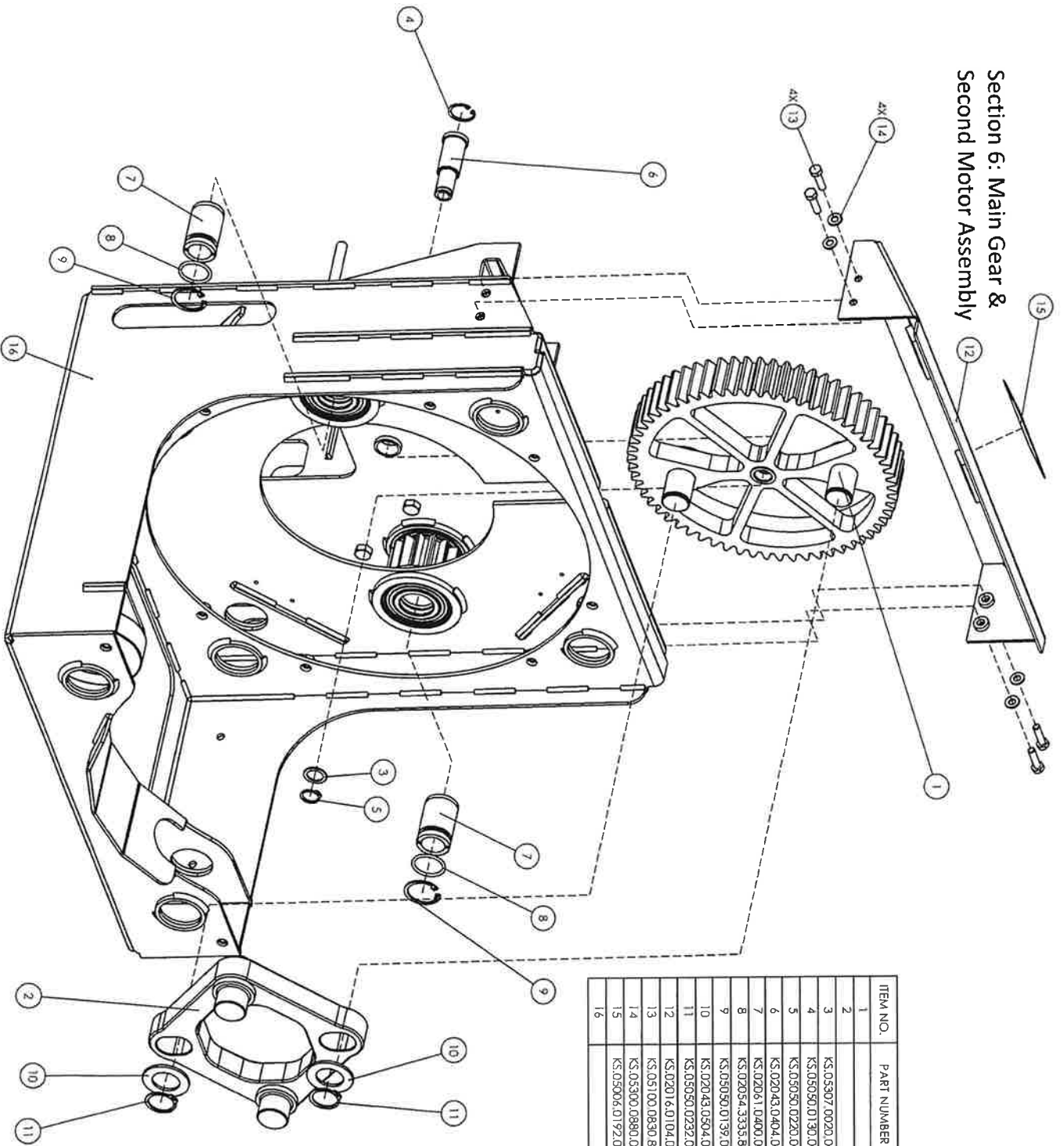
KOBUS

Section 5: Main Gear & Spider Drive Assembly



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02043.0400.00	Main gear	1
2	KS.02043.0204.00	Main gear drive pin	2
3	KS.02041.0204.00	Flanged bearing	2
4	KS.02042.0104.00	Spider drive	1
5	KS.02042.0204.00	Spider drive pin	2
6	KS.02043.0304.00	Main gear small washer	2
7	KS.05300.1286.00	M12 Washer	2
8	KS.05105.1290.88	M12 Flanged bolt	4

Section 6: Main Gear & Second Motor Assembly



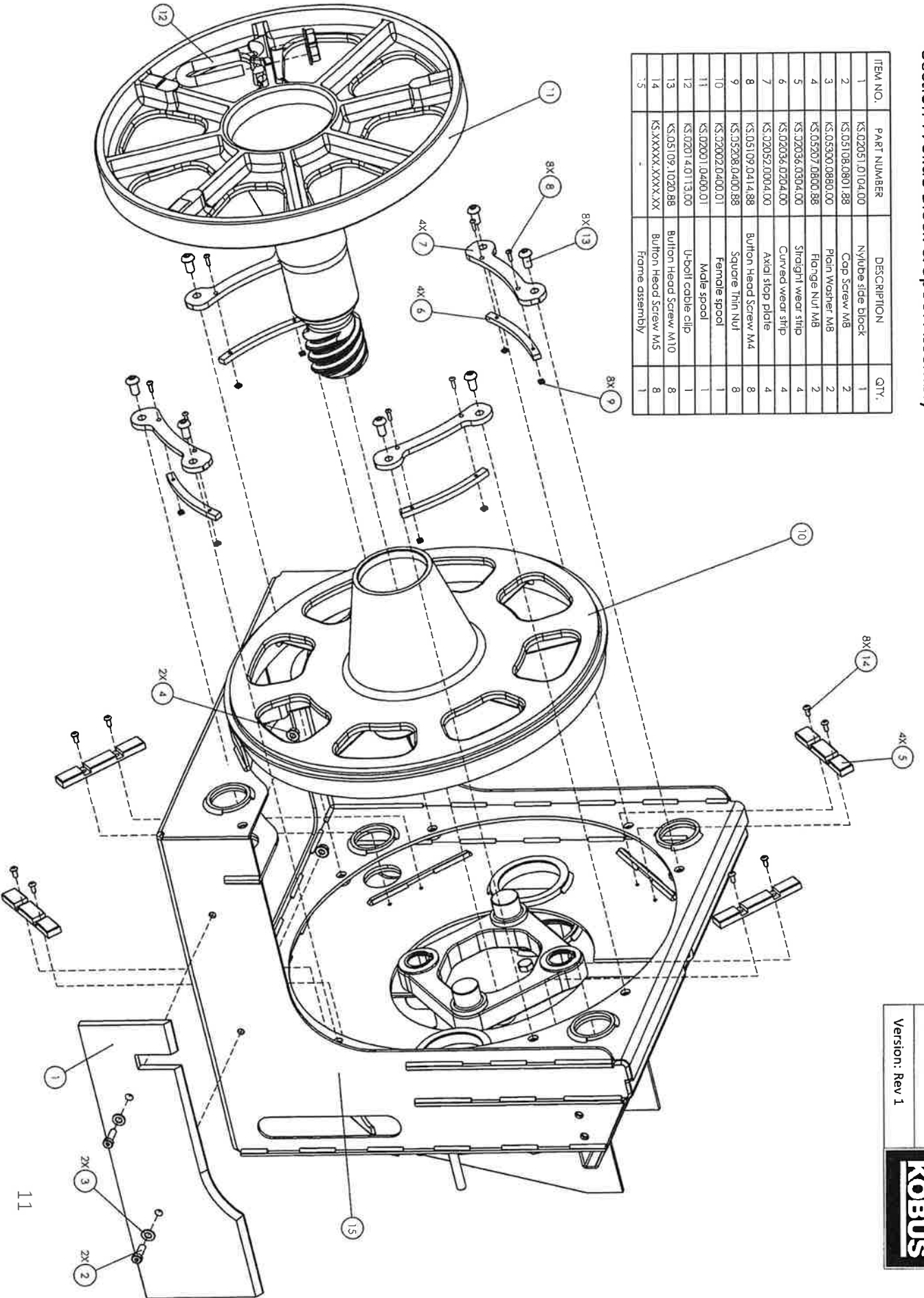
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1		Main gear assembly	1
2		Spider drive assembly	1
3	KS.05307.0020.00	Shim washer	1
4	KS.05050.0130.00	Internal Circlip ID30mm	1
5	KS.05050.0220.00	External Circlip OD20mm	1
6	KS.02043.0404.00	Main gear spindle	1
7	KS.02061.0400.00	Hardened stop plate	2
8	KS.02054.3335.81	O-Ring 33 x 3,5	2
9	KS.05050.0139.00	Internal Circlip ID39mm	2
10	KS.02043.0504.00	Main gear large washer	2
11	KS.05050.0232.00	External Circlip OD32mm	2
12	KS.02016.0104.00	Safety cover	1
13	KS.05100.0830.88	Hex Bolt M8	4
14	KS.05300.0880.00	M8 Washer	4
15	KS.05006.0192.00	Kabus logo sticker	1
16		Frame assembly	1

Date: 08-17-2022
Version: Rev 1

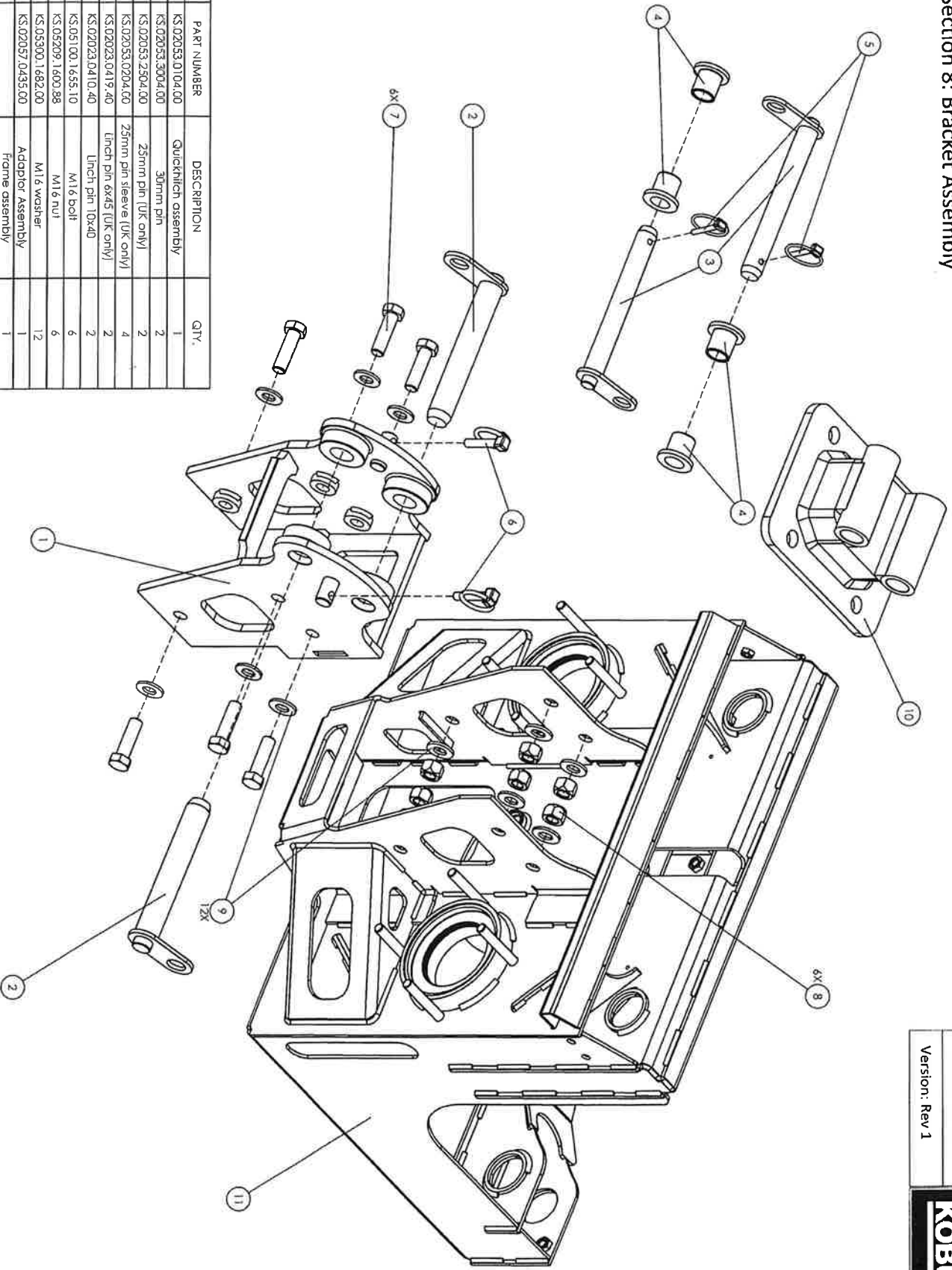
KOBUS

Section 7: Slide Block & Spool Assembly

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02051.0104.00	Nyube slide block	1
2	KS.05108.0801.88	Cap Screw M8	2
3	KS.05300.0880.00	Plain Washer M8	2
4	KS.05207.0880.88	Flange Nut M8	2
5	KS.02036.0304.00	Straight wear strip	4
6	KS.02036.0204.00	Curved wear strip	4
7	KS.02052.0004.00	Axial stop plate	4
8	KS.05109.0414.88	Button Head Screw M4	8
9	KS.05208.0400.88	Square Thin Nut	8
10	KS.02002.0400.01	Female spool	1
11	KS.02001.0400.01	Male spool	1
12	KS.02014.0113.00	U-bolt cable clip	1
13	KS.05109.1020.88	Button Head Screw M10	8
14	KS.XXXXX.XXXX.XX	Button Head Screw M5	8
15	KS.XXXXX.XXXX.XX	Frame assembly	1



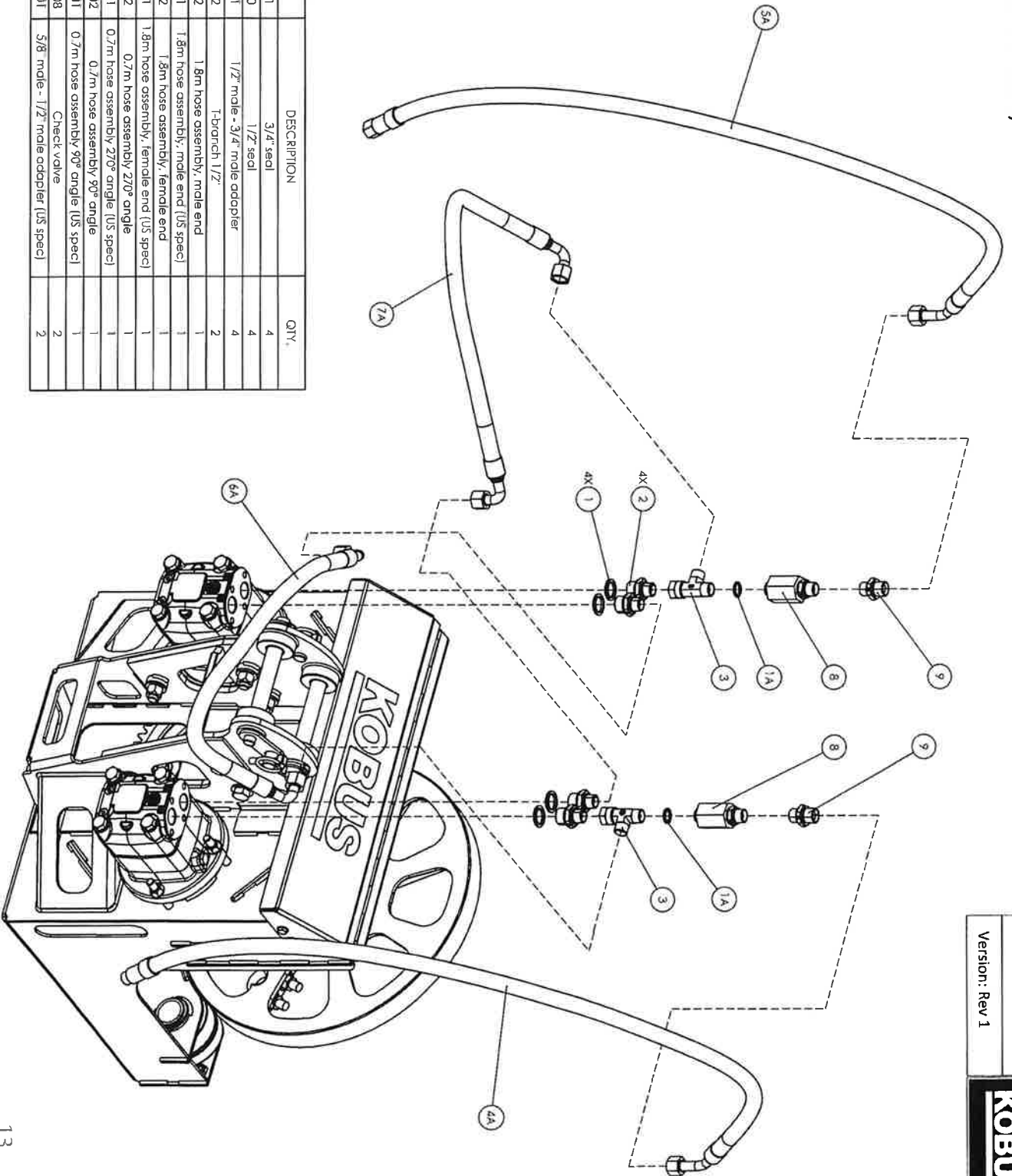
Section 8: Bracket Assembly



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS.02053.0104.00	Quickfit assembly	1
2	KS.02053.3004.00	30mm pin	2
3	KS.02053.2504.00	25mm pin (UK only)	2
4	KS.02053.0204.00	25mm pin sleeve (UK only)	4
5	KS.02023.0419.40	Linch pin 6x45 (UK only)	2
6	KS.02023.0410.40	Linch pin 10x40	2
7	KS.05100.1655.10	M16 bolt	6
8	KS.05209.1600.88	M16 nut	6
9	KS.05300.1682.00	M16 washer	12
10	KS.02057.0435.00	Adaptor Assembly	1
11		Frame assembly	1

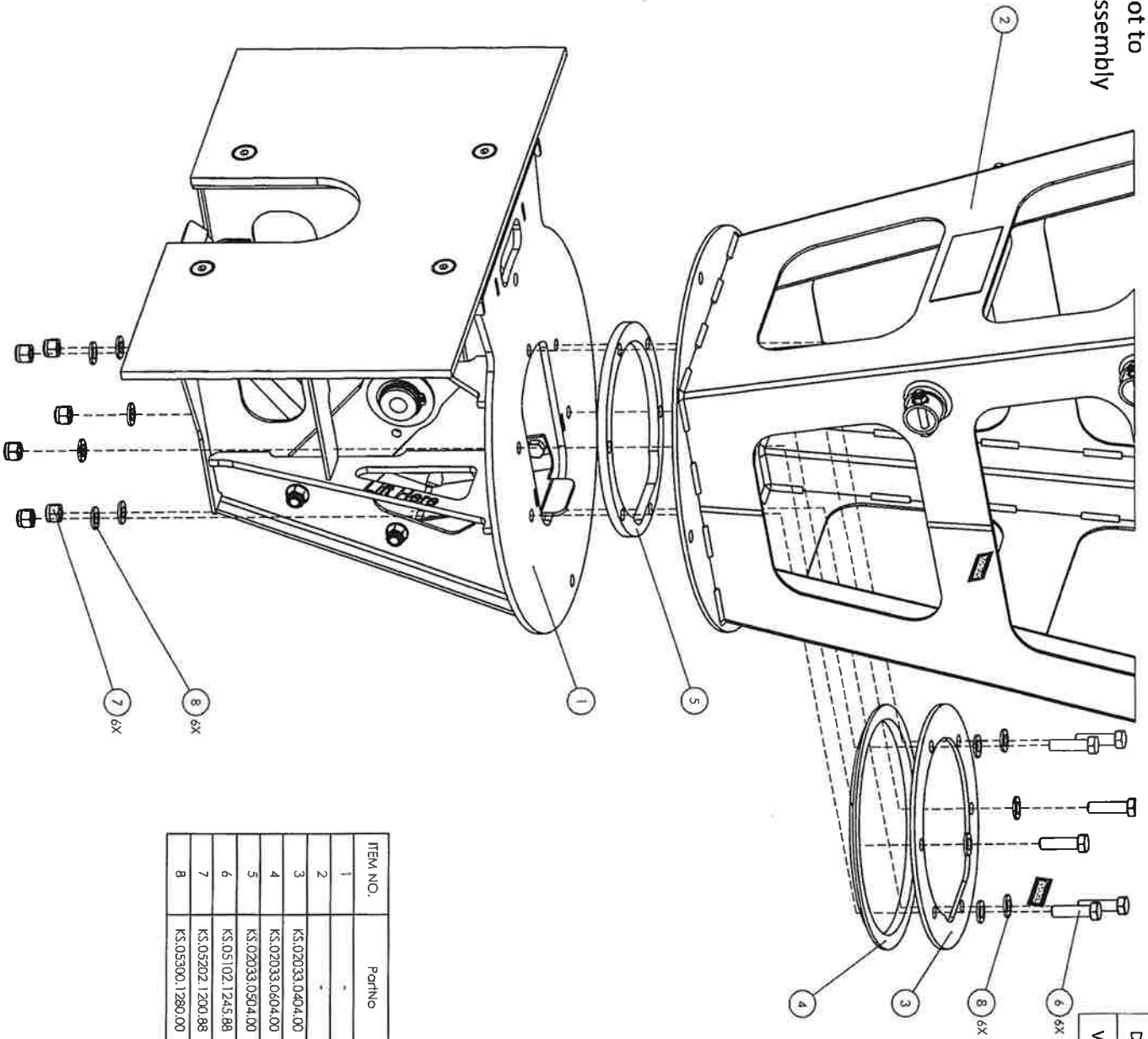
Date: 08-17-2022
 Version: Rev 1

Section 9: Hydraulic Assembly



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	KS 02045.0934.01	3/4" seal	4
1A	KS 02045.0930.00	1/2" seal	4
2	KS 02045.0732.01	1/2" male - 3/4" male adapter	4
3	KS 02045.0234.12	1-branch 1/2"	2
4	KS 02045.1104.02	1.8m hose assembly, male end	1
4A	KS 02045.1101.01	1.8m hose assembly, male end (US spec)	1
5	KS 02045.1105.02	1.8m hose assembly, female end	1
5A	KS 02045.1102.01	1.8m hose assembly, female end (US spec)	1
6	KS 02045.1108.02	0.7m hose assembly, 270° angle	1
6A	KS 02045.1107.01	0.7m hose assembly, 270° angle (US spec)	1
7	KS 02045.1106.02	0.7m hose assembly, 90° angle	1
7A	KS 02045.1103.01	0.7m hose assembly, 90° angle (US spec)	1
8	KS 02045.0312.08	Check valve	2
9	KS 02045.0737.01	5/8" male - 1/2" male adapter (US spec)	2

Section 10: Foot to
Main Frame Assembly



Date: 08-17-2022
Version: Rev 1



ITEM NO.	PartNo	DESCRIPTION	QTY.
1	-	Foot Assembly	1
2	-	Main Frame Assembly	1
3	KS.02033.0404.00	Slew ring cap	1
4	KS.02033.0604.00	Slew ring bearing	1
5	KS.02033.0504.00	Slew ring spacer	1
6	KS.05102.1245.88	M12 x 45 bolt	6
7	KS.05202.1200.88	M12 nut	6
8	KS.05300.1280.00	M12 washer	12



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 177033

Date of This Filing: 10/11/2022 12:00 PM

Certificate Printed on: 10/11/2022

Original Filing Date: 10/11/2022 12:00 PM

Disclosing Party: Kobus Inc

Title: President

Filed by: Mr. Tomas Atienza

Matter: Lead removal program

Applicant: Kobus Inc

Specification #: 1256834

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



KOBUINC-01

CSTANGL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2023

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

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

PRODUCER The Nulty Agency, Inc. 5579 Stadium Drive Kalamazoo, MI 49009	CONTACT NAME: Nulty Certificates	
	PHONE (A/C, No, Ext): (269) 372-9200	FAX (A/C, No):
E-MAIL ADDRESS: certs@nulty.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance		22292
INSURER B: Allmerica Financial Benefit Insurance Company		
INSURER C: Massachusetts Bay Insurance Co.		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Kobus, Inc
2911 Pasadena Blvd
B200
Pasadena, TX 77503

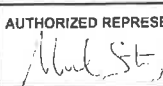
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	LHIJ169634	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AWIJ169746	10/1/2022	10/1/2023	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 RETENTION \$			UHIJ169638	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WDIJ169782	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The presence of additional insured (including blanket versions) or waiver of subrogation endorsements or language will be denoted by a "X" in the appropriate column. If you require copies of any endorsements, please email certs@nulty.com.

It is agreed The City of Chicago and The Department of Water Management are listed as additional insureds on a primary non-contributory basis with respects to the general liability and auto liability policy per written contract. Waiver of subrogation applies in favor of the additional insureds with respects to the general liability and auto liability per written contract.

CERTIFICATE HOLDER Department of Water Management 1000 East Ohio Street +51 Chicago, IL 60611	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

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

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
3. Damage To Premises Rented To You.....	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:.....	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	15
11. Broadened Notice Of Occurrence.....	15
12. Nonowned Aircraft.....	15
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15. Former Employees As Insureds.....	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the con-

duct of a business of which you are the sole owner.

- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) 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 no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employ-

ees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form),** are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (1) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

