



The City of
OKLAHOMA CITY
DEPARTMENT OF FINANCE

June 23, 2022

DH Pace Door Services
5217 SW 23rd St
Oklahoma City, OK 73128

APPROVED
8-16-2022

BY THE CITY COUNCIL
Arny M. Simpson CITY CLERK

Dear Vendor:

The Contracting Entity and the contracting vendor have the option of renewing Contract/Pricing Agreement No. C215015 for **Fire Department Overhead Door and Four-Fold Door Repair and Replacement Parts and Services** for the term **9/12/2022 through 9/11/2023** under the same terms, conditions and provisions as originally awarded, including price(s).

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **July 7 2022**. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

YOUR CONCURRENCE DOES NOT GUARANTEE RENEWAL. Should the Contracting Entity decide not to renew the above contract, you will be notified in writing or electronically. **This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted for contract/pricing agreement renewal.**

If you have any questions, please contact me at (405) 297-3600, Fax (405) 552-6037 or Email: Pennie.Leck@okc.gov.

Thank you,

Pennie Leck
Pennie Leck, Management Specialist
Fire Department

☒ Yes, I would like to renew per the above mentioned.
☐ No, I do not wish to renew.

[INTERNAL USE ONLY]

☐ The Contracting Entity chooses not to renew the above contract/pricing agreement.

Tim Brooke
PRINTED NAME
Vice President, District Manager
TITLE
[Signature]
AUTHORIZED SIGNATURE
DH Pace Door Services
COMPANY NAME
5217 SW 23rd St
STREET ADDRESS
Oklahoma City, OK 73128
CITY, STATE AND ZIP CODE
405-478-3667
BUSINESS TELEPHONE
Tim.brooke@dhpace.com
CONTACT E-MAIL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2022

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: D.H. Pace Company, Inc. PHONE (A/C No. Ext): 888-643-3667 Ext. 1069 E-MAIL ADDRESS: insurance@dhpace.com FAX (A/C, No):	
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535	

COVERAGES

CERTIFICATE NUMBER: W24688975

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						
		Y	Y	GLO 0274505-04	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP 0274502-04	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WC 0274503-04	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

City of Oklahoma City is included as an Additional Insured as required by written contract. Additional Insured status applies to General Liability (CG 2033) and Auto Liability coverages with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

Primary & Non-Contributory applies to General Liability and Auto Liability and is subject to the insurance contract, and subject to applicable state laws.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 820 NW 5th Street Oklahoma City, OK 73106	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 

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Waiver of Subrogation is included on General Liability, Auto Liability, and Workers Compensation if required by contract and as permitted by law, subject to the insurance contract.

D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H. Pace Company, Inc.
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
EEN Tempe EAT 2021 LLC
HBD Technology, a D.H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H. Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Endorsement Effective Date: 01-01-2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Endorsement Effective Date: 01-01-2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, 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 contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0274505-04	01/01/2022	01/01/2023	01/01/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.

Address (including ZIP Code):

1901 EAST 119TH ST.
OLATHE, KS 66061

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0274505-04	01/01/2022	01/01/2023	01/01/2022		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

01/01/2022

Policy No.

WC 0274503-04

Endorsement No.

Premium \$

Insured

E. E. NEWCOMER ENTERPRISES, INC.

Insurance Company

ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

WC 00 03 13

(Ed. 4-84)