

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 2: Low Bidders Meeting Specifications – Fitness Equipment

Resolution #2017-12-192-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications to provide fitness equipment for the Troy Community Center to *All Pro Exercise and Fitness Things of Livonia, MI*, as detailed below for an estimated total cost (less one to one trade-ins) for an estimated grand total of \$34,110.00 all at prices contained in the bid tabulation dated November 16, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

|   |                  | All Pro<br>Exercise and<br>Fitness Things |
|---|------------------|---|
| <b>TOTAL COST FOR NEW EQUIPMENT</b>                                     |                  | \$39,960.00                               |
|   | Deduct Trade-Ins | \$5,850.00                                |
| <b>Estimated Grand Total Cost bid as specified less Trade-in Items:</b> |                  | <b><u>\$34,110.00</u></b>                 |
| <b>Estimated Grand Total Cost:</b>                                      |                  | <b><u>\$34,110.00</u></b>                 |

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the company's submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

2018-738

# PURCHASE ORDER

No. 2018-00000738

DATE: 12/11/2017

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Parks and Recreation  
3179 LIVERNOIS  
TROY, MI 48083

Bill To

CITY OF TROY  
Parks and Recreation  
3179 LIVERNOIS  
TROY, MI 48083

**COUNCIL RESOLUTION**  
2017-12-192-J-4a

**VENDOR NO.** 133436

Vendor

ALL-PRO EXERCISE INC  
45255 FIVE MILE RD  
PLYMOUTH, MI 48170

| QUANTITY | UNIT | DESCRIPTION   | UNIT COST   | TOTAL COST  |
|----------|------|---|-------------|-------------|
| 1        | Lot  | Fitness Equipment for Community Center Fitness Room<br>Fitness Equipment less trade-ins. Fitness equipment to be furnished and installed in the Troy Community Center Fitness Room. All items to be furnished in accordance with all bid specifications as per ITB-COT 17-50 and your accepted proposal. Itemized pricing and trade-in information is attached to this purchase order.<br>PAYMENT TERMS:<br>NET30 Days. | 34,110.0000 | \$34,110.00 |
| 1        | Each |   | 0.0000      | \$0.00      |

Entered By: MaryBeth Murz

\$34,110.00

**Special Instructions:**

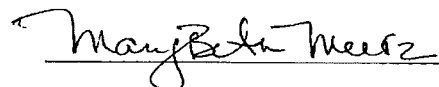
Deliver as per Bid Specifications in accordance with ITB-COT 17-50. Contact Brian Goul, Assistant Recreation director at 248 524 3529 prior to delivery. City Council approval Date 12/4/2017. Acceptable Certificate of Insurance and Enmdorsement required to be on file prior to delivery and installation of equipment.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



VENDOR NAME:

**All Pro & Fitness Things**

**Livonia, MI**

**TO PURCHASE AND INSTALL (8) EIGHT PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:**

**EQUIPMENT TO PURCHASE ( 1 FOR 1 TRADE-IN EXCHANGE)**

| DESCRIPTION- (No Substitutions) |   |  | Unit Price | Total Cost         |
|---------------------------------|---|--|------------|--------------------|
| <b>ITEM #1</b>                  | 2 | Cybox 625AT Arc Trainer                            | \$5,370.00 | \$10,740.00        |
| <b>ITEM #2</b>                  | 3 | Octane XT4700 Elliptical w/standard Console        | \$5,070.00 | \$15,210.00        |
| <b>ITEM #3</b>                  | 1 | Octane XR6000 X Ride Recumbent w/ standard console | \$3,870.00 | \$3,870.00         |
| <b>ITEM #4</b>                  | 2 | Octane XT-One Elliptical w/ standard console       | \$5,070.00 | \$10,140.00        |
| <b>ESTIMATED TOTAL COST:</b>    |   |  |            | <b>\$39,960.00</b> |

**TRADE-INS**

| DESCRIPTION    |   |   | Estimated Trade-in Amount (each) | Estimated trade-in Amount Total |
|----------------|---|---|----------------------------------|---------------------------------|
| <b>ITEM #2</b> | 2 | PreCor EFX 885-2014                                     | \$750.00                         | \$1,500.00                      |
| <b>ITEM #6</b> | 5 | Octane Pro 4700- 2014                                   | \$750.00                         | \$3,750.00                      |
| <b>ITEM #7</b> | 1 | Octane XR6000 X Ride Seated Total Body Elliptical- 2014 | \$600.00                         | \$600.00                        |
| <b>DEDUCT:</b> |   |   |                                  | <b>\$5,850.00</b>               |

**ESTIMATED NET TOTAL COST:**

**\$34,110.00**

|                                |                    |                |
|--------------------------------|--------------------|----------------|
| <b>DELIVERY SCHEDULE:</b>      | Yes or No          | Yes            |
| <b>AUTHORIZED DEALER:</b>      | Yes or No          | Yes            |
| <b>SERVICE FACILITY:</b>       | Location:          | Livonia, MI    |
|                                | Miles              | 33.5 miles     |
|                                | Response           | 24 hours       |
| <b>CONTACT INFORMATION:</b>    | Names              | Ryan Ritendale |
|                                | 24Hr Phone         | 734 455 8790   |
|                                | Hrs of Operation   | 9am - 5pm      |
| <b>WARRANTY:</b>               | Document Marked    | As Specified   |
|                                | All Wear Items     | Yes            |
|                                | All Parts & Labor  | Yes            |
|                                | Free 2nd Day Parts | Yes            |
|                                | Free Service call  | Yes            |
| <b>NO SUBCONTRACTORS:</b>      | Complies Yes or No | Yes            |
| <b>INSURANCE MET:</b>          | Yes or No          | Yes            |
| <b>REFERENCES:</b>             | Yes or No          | Yes            |
| <b>PAYMENT TERMS:</b>          |                    | Net30 days     |
| <b>EXCEPTIONS:</b>             |                    | None           |
| <b>FORMS:</b>                  |                    | Yes            |
| <b>ACKNOWLEDGEMENT: Signed</b> | Yes or No          | Yes            |

|              |                     |                                     |
|--------------|---------------------|-------------------------------------|
| VENDOR NAME: | Direct Fitness, LLC | <b>All Pro &amp; Fitness Things</b> |
|              | Mundelein, IL       | Livonia, MI                         |

**TO PURCHASE AND INSTALL (8) EIGHT PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:**

**EQUIPMENT TO PURCHASE ( 1 FOR 1 TRADE-IN EXCHANGE)**

| DESCRIPTION- (No Substitutions) |   |  | Unit Price | Total Cost  | Unit Price  | Total Cost  | Unit Price  | Total Cost |
|---------------------------------|---|--|------------|-------------|-------------|-------------|-------------|------------|
| <b>ITEM #1</b>                  | 2 | Cybox 625AT Arc Trainer                            | \$4,610.00 | \$9,220.00  | \$5,370.00  | \$10,740.00 |             |            |
| <b>ITEM #2</b>                  | 3 | Octane XT4700 Elliptical w/standard Console        | \$3,750.00 | \$11,250.00 | \$5,070.00  | \$15,210.00 |             |            |
| <b>ITEM #3</b>                  | 1 | Octane XR6000 X Ride Recumbent w/ standard console | \$4,423.00 | \$4,423.00  | \$3,870.00  | \$3,870.00  |             |            |
| <b>ITEM #4</b>                  | 2 | Octane XT-One Elliptical w/ standard console       | \$4,890.00 | \$9,780.00  | \$5,070.00  | \$10,140.00 |             |            |
| <b>ESTIMATED TOTAL COST:</b>    |   |  |            |             | \$34,673.00 |             | \$39,960.00 |            |

**TRADE-INS**

| DESCRIPTION                      |   |   | Estimated Trade-in Amount (each) | Estimated Trade-in Amount Total | Estimated Trade-in Amount (each) | Estimated trade-in Amount Total | Estimated Trade-in Amount (each) | Estimated Trade-in Amount Total |
|----------------------------------|---|---|----------------------------------|---------------------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|
| <b>ITEM #2</b>                   | 2 | PreCor EFX 885-2014                                     | \$1,200.00                       | \$2,400.00                      | \$750.00                         | \$1,500.00                      |                                  |                                 |
| <b>ITEM #6</b>                   | 5 | Octane Pro 4700- 2014                                   | \$800.00                         | \$4,000.00                      | \$750.00                         | \$3,750.00                      |                                  |                                 |
| <b>ITEM #7</b>                   | 1 | Octane XR6000 X Ride Seated Total Body Elliptical- 2014 | \$800.00                         | \$800.00                        | \$600.00                         | \$600.00                        |                                  |                                 |
| <b>DEDUCT:</b>                   |   |   |                                  | \$7,200.00                      |                                  | \$5,850.00                      |                                  |                                 |
| <b>ESTIMATED NET TOTAL COST:</b> |   |   |                                  |                                 | \$27,473.00                      |                                 | <b>\$34,110.00</b>               |                                 |

|                                |                    |                     |                |
|--------------------------------|--------------------|---------------------|----------------|
| <b>DELIVERY SCHEDULE:</b>      | Yes or No          | Yes                 | Yes            |
| <b>AUTHORIZED DEALER:</b>      | Yes or No          | Yes                 | Yes            |
| <b>SERVICE FACILITY:</b>       | Location:          | Shelby Township, MI | Livonia, MI    |
|                                | Miles              | 10 miles            | 33.5 miles     |
|                                | Response           | 24-48 hours         | 24 hours       |
| <b>CONTACT INFORMATION:</b>    | Names              | Jerry Saputa        | Ryan Ritendale |
|                                | 24Hr Phone         | 847 680 9300        | 734 455 8790   |
|                                | Hrs of Operation   | 8am - 5pm           | 9am - 5pm      |
| <b>WARRANTY:</b>               | Document Marked    | As Specified        | As Specified   |
|                                | All Wear Items     | Yes                 | Yes            |
|                                | All Parts & Labor  | Yes                 | Yes            |
|                                | Free 2nd Day Parts | Yes                 | Yes            |
|                                | Free Service call  | Yes                 | Yes            |
| <b>NO SUBCONTRACTORS:</b>      | Complies Yes or No | Yes                 | Yes            |
| <b>INSURANCE MET:</b>          | Yes or No          | Yes                 | Yes            |
| <b>REFERENCES:</b>             | Yes or No          | Yes                 | Yes            |
| <b>PAYMENT TERMS:</b>          |                    | Net30 days          | Net30 days     |
| <b>EXCEPTIONS:</b>             |                    | Yes                 | None           |
| <b>FORMS:</b>                  |                    | Yes                 | Yes            |
| <b>ACKNOWLEDGEMENT: Signed</b> | Yes or No          | Yes                 | Yes            |

**Low Bidder as Specified.**

ATTEST:  
 \_\_\_\_\_  
 Enna Bachelor  
 \_\_\_\_\_  
 Brian Goul  
 \_\_\_\_\_  
 Susan Riesterer

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager





**CITY OF TROY  
 BID PROPOSAL**

**ITB-COT 17-50**  
 Page 1 of 6

The undersigned proposes to purchase and install **NEW PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER LESS TRADE-INS**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: All Pro & Fitness Things

**PROPOSAL: TO PURCHASE AND INSTALL (8) EIGHT PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:**

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

| <b>EQUIPMENT TO PURCHASE</b><br>(1 for 1 trade-in exchange) |                 |   |   |  |
|---|-----------------|---|---|--|
|   | <b>Quantity</b> | <b>Description</b><br>(No Substitutions)                    | <b>Unit Cost</b><br>(Each)              | <b>Estimated Total Cost</b>            |
| 1   | Two (2)         | Cybox 625AT Arc Trainer                                     | \$ 5370.00 /ea                          | \$ 10740.00                            |
| 2   | Three (3)       | Octane XT4700 Elliptical w/<br>standard console             | \$ 5070.00 /ea                          | \$ 15210.00                            |
| 3   | One (1)         | Octane XR6000 X Ride<br>Recumbent w/ standard console       | \$ 3870.00 /ea                          | \$ 3870.00                             |
| 4   | Two (2)         | Octane XT-One Elliptical<br>w/standard console              | \$ 5070.00 /ea                          | \$ 10140.00                            |
| <b>A</b>  |                 | <b>TRADE-INS</b>  |   |  |
|   | <b>Quantity</b> | <b>Description</b>  | <b>Estimated Trade-In Amount (Each)</b> | <b>Estimated Trade-In Amount Total</b> |
|   | Two (2)         | PreCor EFX 885 - 2014                                       | (\$ 750 )                               | (\$ 1500)                              |
|   | Five (5)        | Octane Pro 4700 - 2014                                      | (\$ 750 )                               | (\$ 3750)                              |
|   | One (1)         | Octane XR6000 X Ride Seated Total<br>Body Elliptical - 2014 | (\$ 600 )                               | (\$ 600 )                              |
|   |                 | <b>DEDUCT:</b>  | (\$ 1 )                                 | (\$ 5850)                              |
|   |                 |   | <b>Estimated Net Total Cost</b>         | \$ 34,110.00                           |

**IMPORTANT:**

In order to be considered for an award and your company is bidding on any items 1 – 7; it is required that items listed under Item A as a Trade-in have a corresponding purchase price.

The City intends to award this bid on a (1) one for (1) one exchange. For every piece of equipment purchased by the City from a vendor, that vendor will be required to purchase one (1) trade-in from the equipment listed under Item A. The decision as to which trade-ins will be awarded to what vendor will be made in the City of Troy's best interest and will be final.

**NOTE:** Include all delivery costs, handling, packaging, and service charges.

**UNIT PRICES:**

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

**DESCRIPTIVE LITERATURE:**

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked \_\_\_\_\_ for your identification.

**ADDITIONAL INFORMATION:**

For questions about the specifications, please contact **Mr. Brian Goul**, Assistant Recreation Director at (248) 524-3484, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

**DELIVERY:**

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Community Center, 3179 Livernois Rd, Troy, MI 48083, ATTN: Brian Goul.

**DELIVERY SCHEDULE:**

It is preferred all equipment be delivered and installed at the Troy Community Center **by December 15, 2017**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery and installation schedule
- Our company cannot meet this delivery and installation schedule but offers: \_\_\_\_\_

**DOWN-PAYMENTS OR PREPAYMENTS:**

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Physical Fitness Equipment when combined with an equal number of equipment pieces from the trade-in list under Item #7, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

COMPANY NAME: All Pro and Fitness Things

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**PURCHASE ORDER:**

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**AUTHORIZED DEALER:**

- Our company is an authorized distributor of the equipment specified
- Our company is not an authorized distributor of the equipment specified

**SERVICE FACILITY:**

Location: 35539 Schoecraft Rd Livonia 48150

Number of miles from City of Troy: 33.5

Response Time for Service Calls: Within 24 hours to be onsite after initial request for service by a factory trained technician. (Number)

**CONTACT INFORMATION:**

Name(s): Ryan Ritondale  
Dee Ball

24 Hr. Phone No. 734 455 8790  
EXT 208

Hours of operation: 9am - 5pm

**WARRANTY:**

Please indicate the warranty items included in the bid price for the equipment bid. Each item must be completed with a Yes or No response.

| WARRANTY DESCRIPTION  | WARRANTY DURATION (Minimum) | INCLUDED |    |
|---|-----------------------------|----------|----|
|   |                             | YES      | NO |
| All "wear items"  | 3 Years                     | ✓        |    |
| All parts and labor coverage  | 3 Years                     | ✓        |    |
| Free second day parts shipping  | 3 Years                     | ✓        |    |
| Free service call and technician travel at no additional cost to the City | 3 Years                     | ✓        |    |

If your company can supply the warranty as described at an additional cost, please indicate this on supporting documentation marked \_\_\_\_\_ for identification.

**SUBCONTRACTORS:**

Service and warranty work cannot be subcontracted. The successful bidders(s) must be able to service and repair the equipment bid with in-house personnel.

Our Company complies with this requirement: (Circle one) **YES** or NO

COMPANY NAME: All Pro & Fitness Things

**REFERENCES:**

Please submit a list of *THREE CUSTOMERS* that currently use the make and model of the equipment bid. Include the name of the company, the address, phone number, contact person and email. The references are as follows:

| COMPANY           | ADDRESS                                 | CONTACT PERSON | EMAIL                     | PHONE        | YEAR PURCHASED |
|-------------------|---|----------------|---------------------------|--------------|----------------|
| Macomb Twp P&R    | 20699 Macomb St<br>Macomb MI 48047      | Gina Muszynski | MUSZYNSKI@MACOMB-MI.GOV   | 586-992-2900 | 2016           |
| Eastern Mich Univ | 100 Olds Hall<br>Ypsilanti MI 48197     | Kyle McAlear   | kmcAlear@emich.edu        | 734-487-8050 | 2017           |
| Dearborn P&R      | 15801 Michigan Ave<br>Dearborn MI 48120 | Erica Lyght    | E.Lyght@ci.dearborn.mi.us | 313 943 2191 | 2015           |

**INSURANCE:**

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements **SHALL** be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

COMPANY NAME: All Pro & Fitness Things

**WORKERS' COMPENSATION INSURANCE**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: \_\_\_\_\_

All Pro & Fitness Things

**SIGNATURE PAGE**

**PRICES:**

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through equipment delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Anthony Dixon

**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID#: 382898732

COMPANY NAME: All Pro & Fitness Things

ADDRESS 35539 Schoolcraft Rd CITY Livonia STATE MI ZIP 48150

PHONE NUMBER 734 455 8790 FAX NUMBER \_\_\_\_\_

REPRESENTATIVE'S NAME Anthony Dixon  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Anthony Dixon

PAYMENT TERMS: Net 30 WARRANTY: AS SPECIFIED

E-MAIL: eric@fitnessthings.com DELIVERY DATE: AS SPECIFIED

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check this box if your bid is not to be broken up by item and based on an all or none award.

**ACKNOWLEDGEMENT:**

I, Anthony Dixon, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Anthony Dixon

**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

**U.S. FUNDS:** All prices quoted are to be in U.S. Currency.  
G:\Bid\FitnessEquipment ITB-COT 17-50.doc



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

---

A corporation duly organized and doing business under the laws of the State of Michigan for whom Anthony Dixon, bearing the office title of Sales Rep, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

A partnership, all members of which, with addresses, is:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

---

AN INDIVIDUAL WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~





CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Anthony Dixon, being duly sworn deposed, says that he/she  
(Print Full Name)

is Sales Rep. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

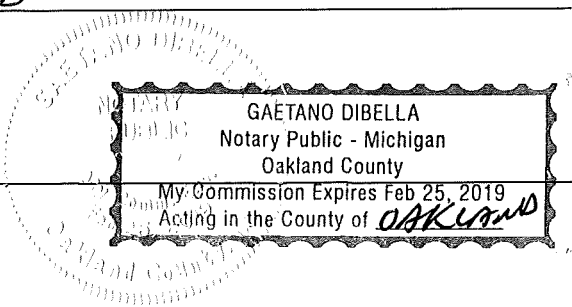
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Anthony Dixon  
SIGNATURE OF PERSON SUBMITTING BID

Gaetano Dibella  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15TH day of  
NOVEMBER, 2017 in and for  
OAKLAND  
County.

My commission expires:  
FEB. 25, 2019





**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| Vendor                      |                          |
|-----------------------------|--------------------------|
| Legal Name                  | All Pro & Fitness Things |
| Street Address              | 35539 Schoolcraft Rd     |
| City                        | Livonia                  |
| State, Zip                  | MI 48150                 |
| Corporate I.D. Number/State | 493055                   |
| Taxpayer I.D. #             | 382898732                |

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Anthony Dixon

Printed Name of Vendor's Authorized Agent:

Anthony Dixon

Witness Signature:

Kristen Tassielli

Printed Name of Witness:

Kristen Tassielli

G:\ BidLanguage\_IranLinkedBusiness



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

**I am able to certify to the above statements.**

All pro & fitness things  
Name of Agency/Company/Firm (Please Print)

Sales Representative Anthony Dixon  
Name and title of authorized representative (Please Print)

Anthony Dixon  
Signature of authorized representative  
Date

**I am unable to certify to the above statements. Attached is my explanation.**





INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED  
WORKWALKER

POLICY NO.  
BA 6245641

POLICY TERM  
02/01/2017 to 02/01/2018

AGENT NO.  
**0210936**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Owners, Lessees or Contractors**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

|  |                              |
|--|------------------------------|
| Endorsement effective: 11/14/2017 at 12:01 a.m. standard time                                      |                              |
| Endorsement expires: 02/01/2018 at 12:01 a.m. standard time  |                              |
| Named Insured: WORKWALKER<br>AND OTHER NAMED INSUREDS<br>1160 ANN ARBOR RD W<br>PLYMOUTH, MI 48170 | Policy Number:<br>BA 6245641 |

**SCHEDULE**

**Additional Insured:** THE CITY OF TROY

500 WEST BIG BEAVER  
TROY  
MI  
48084

**Contract or Job Number:**

**SECTION II -- LIABILITY COVERAGE**

1. "WHO IS AN INSURED" is changed to include as an "INSURED" the person or organization named in the Schedule, but only for liability arising out of the Named Insured's ownership, maintenance or use of covered "autos" in connection with the contract or job designated above.
2. With respect to the insurance afforded the additional insured, the following additional provisions apply:
  - a. This policy shall apply to the additional insured named in the Schedule, but only to the extent of liability resulting from an "accident" arising out of the negligence of the Named Insured.
  - b. Inclusion of such additional interest or interests shall not operate to increase the limits of our liability.



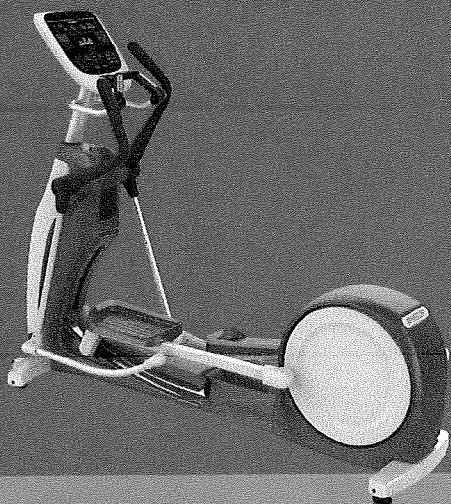


## EFX<sup>®</sup> 835 Elliptical Fitness Crosstrainer<sup>®</sup> Experience™ Series

The EFX<sup>®</sup> 835 with Converging CrossRamp combines essential reliability and ease-of-use with a natural, low-impact stride to add value to your facility. Design enhancements ensure easy cleaning and maintenance for you while the unique adjustable Converging CrossRamp<sup>®</sup> technology, and upper body moving handlebars, deliver a total body workout for your exercisers.

The P30 console complements the line through form and function, with easy-to-use motion controls, an LED display with essential workout stats to keep exercisers moving, and a mobile device charger.

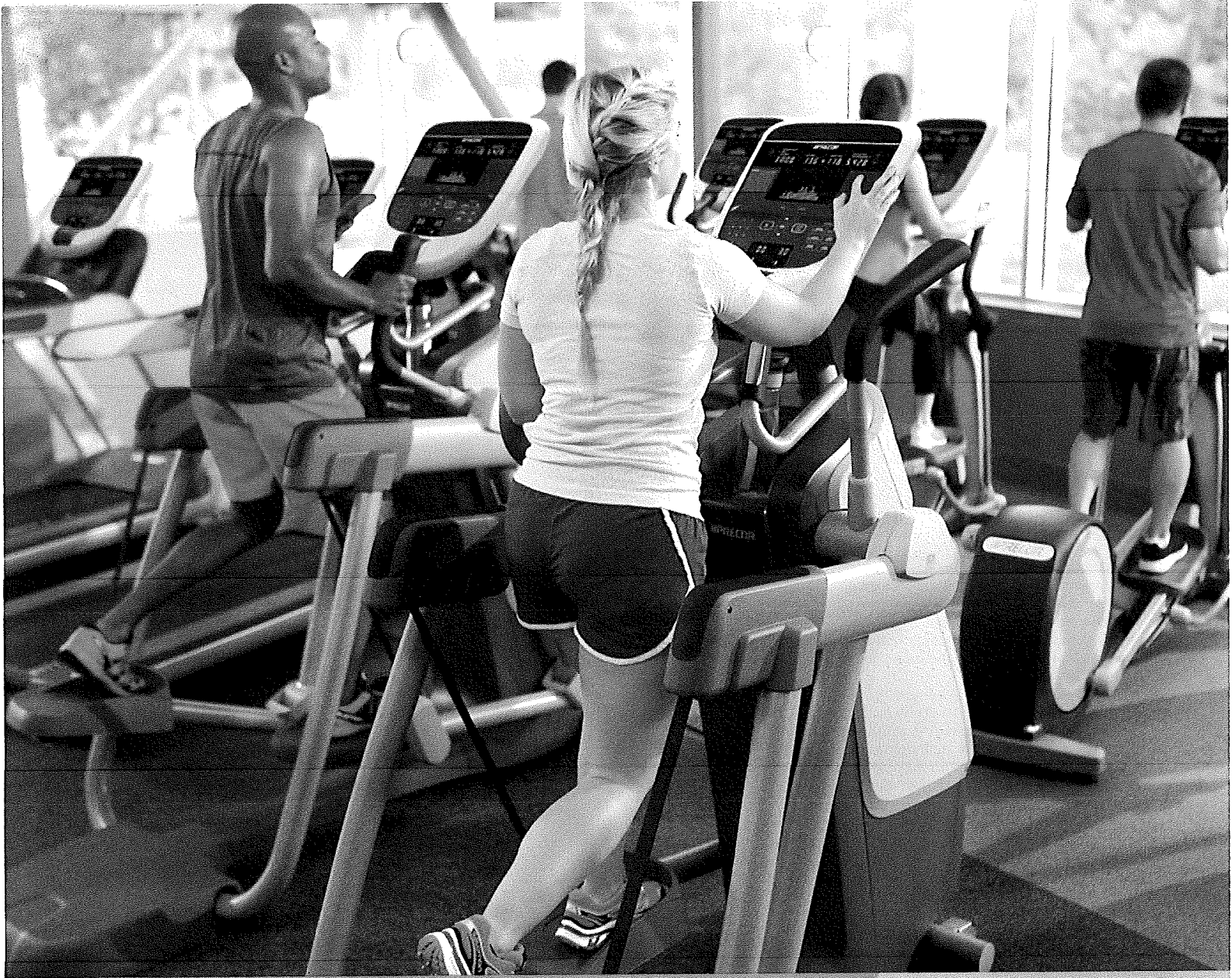
At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services, and technologies we offer can be combined in countless ways to complement the programs and atmosphere you're creating.



Learn More: [go.precor.com/efx835](http://go.precor.com/efx835)

**PRECOR**  
Fitness Made Personal





## AMT<sup>®</sup> 733 Adaptive Motion Trainer<sup>™</sup> Experience<sup>™</sup> Series

The AMT<sup>®</sup> 733 combines essential reliability and ease-of-use with innovative design. With an adaptive stride length, this product provides exercisers of all fitness levels with a wider range of motion for an effective workout. The AMT 733 intuitively responds to exercisers' natural motion, allowing them to change their stride length for a comprehensive cardio workout - all without so much as the push of a button.

The P30 console complements the line through form and function, with easy-to-use motion controls, an LED display with essential workout stats to keep exercisers moving, and a mobile device charger.

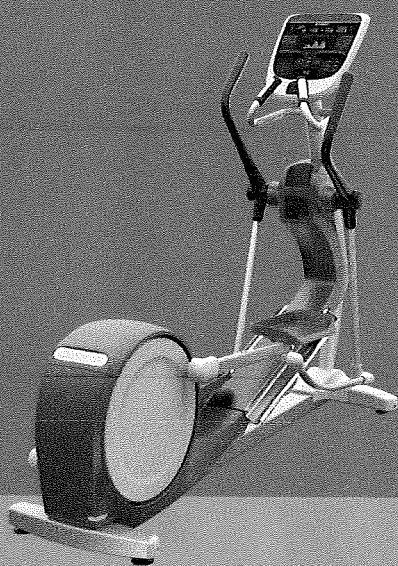
At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services, and technologies we offer can be combined in countless ways to complement the programs and atmosphere you're creating.



Learn More: [go.precor.com/amt733](http://go.precor.com/amt733)

**PRECOR**  
Fitness Made Personal





## EFX<sup>®</sup> 731 Elliptical Fitness Crosstrainer Experience™ Series

The EFX 731 combines essential reliability and ease-of-use with an intuitive console at a value just right for you. This elliptical is designed to ensure easy cleaning and maintenance for you while providing a comfortable and effective workout for your exercisers. The simple, clean design holds up under heavy commercial use, ensuring your investment will last into the future.

The P30 console complements the line through form and function, with easy-to-use motion controls, an LED display with essential workout stats to keep exercisers moving, and a mobile device charger.

At Precor, we recognize that a great workout is the sum of many parts. In your hands, the products, services, and technologies we offer can be combined in countless ways to complement the programs and atmosphere you're creating.

Learn More: [go.precor.com/efx731](http://go.precor.com/efx731)

**PRECOR**  
Fitness Made Personal

© 2017 Precor Incorporated



Prescribed for Progress™



## REX™ Recumbent Elliptical Product Specifications

Order Code: REX7001-INT

### FEATURES

|                               |  |
|-------------------------------|--|
| Total body movement           | Smooth, elliptical motion for efficient total body exercise in both directions           |
| Optimized torso rotation      | Knee-to-elbow motion provides core muscle recruitment                                    |
| Smooth, natural knee movement | Replicates climbing stairs to help improve functional gait                               |
| Dependent movement            | Allows individuals to use strong limbs to drive weaker limbs through the range of motion |
| Oversized foot beds           | With safety edge for comfort and stability   |
| Foot Straps                   | Large foot straps help keep feet securely in place                                       |
| Dual position handles         | Provide multiple hand positions and allow muscle change on the fly                       |
| Premium seat                  | Seat adjusts forward/back and swivels for easy entry                                     |
| Easy to transport             | Integrated transport wheels  |
| Heart rate monitoring         | Telemetric (chest strap required)  |

### MOVEMENT AND RESISTANCE

|  |   |
|--|---|
| Bi-directional movement and resistance | Exercising in forward and reverse provides versatility, helps prolong exercise and promotes reciprocal muscle balance |
| Low starting resistance                | 6 watts   |
| Resistance range                       | 191 levels of resistance - 20 levels adjustable in .1 increments  |
| Resistance system                      | 3 phase combination generator & eddy current brake - largest watt range in the industry                               |

### INTELLI-FIT™ CONSOLE

|  |  |
|--|--|
| 7" LCD full color touch screen display | Touch screen with clear, simple screens and large, readable font.                          |
| Audible beep                           | Yes  |
| Tactile buttons                        | Tactile buttons in addition to touch screen  |
| Resistance levels                      | 191 levels of resistance - 20 levels adjustable in .1 increments                           |
| Display feedback                       | Time, level, distance, METs, heart rate, calories, RPM, watts                              |
| One touch quick start                  | Yes  |
| Control METs - Constant Work Program   | Set constant METs level and the workload remains constant throughout the program.          |
| Iso-Strength Program                   | Isokinetic program for safe, accommodating resistance                                      |
| Power Burst                            | 8-second burst of high intensity training  |
| Cool down                              | Automatic cool down begins after each exercise is completed                                |
| Administrative mode                    | User defined settings, metric or US units of measure and other custom settings             |
| User-defined console languages         | 9 languages - English, Spanish, French, German, Russian, Japanese, Chinese, Italian, Dutch |
| Download results to USB flash drive    | Plug USB flash drive into the Fit-Key® slot to save workout results in a .txt file         |
| CSAFE port and 8-volt DC power port    | Yes  |
| USB charger                            | For phones and other electronic devices  |



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: November 16, 2017

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development  
MaryBeth Murz, Purchasing Manager  
Elaine Bo, Recreation Director  
Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2: Low Bidders Meeting Specifications - Fitness Equipment

### History

- The Community Center Fitness Room offers and maintains sixty two (62) pieces of cardio equipment.
- The fitness equipment is continually monitored and a three to four year life cycle replacement plan is in place based on warranty coverage(s).
- The replacement plan ensures up-to-date equipment for patrons of the fitness room at the Community Center and limited repair expenses.
- Based on the replacement plan it is necessary to purchase and replace twenty (20) pieces of equipment (less trade-ins) that no longer have warranty coverage and are all past their useful life cycle.
- November 13, 2017 City Council approved the purchase of twelve (12) pieces of equipment. (Resolution #2017-11-179-J-4f). The remaining eight (8) pieces of equipment were not bid according to specification which necessitates rebidding the eight (8) pieces of equipment.
- Replacements are specific to brand to replace brand specific equipment. Patrons enjoy having a variety of different types of equipment.

### Purchasing

On November 16, 2017, a bid opening was conducted as required by City Charter and Code for eight (8) pieces of physical fitness equipment with one (1) for one (1) trade-in exchange on equipment. For every new piece of equipment purchased by the City from a vendor, that vendor was required to purchase one (1) trade-in. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). Two (2) bid responses were received which included alternate bid responses. The award is recommended *bid as specified* in order to maintain standardized equipment at the Community Center. Below is a detailed summary of potential vendors:

|  |     |
|--|-----|
| <b>Companies notified via MITN</b>         | 115 |
| Troy Companies notified via MITN           | 3   |
| Troy Companies - Active email Notification | 3   |
| Troy Companies - Active Free               | 0   |
| <b>Companies that viewed the bid</b>       | 13  |
| Troy Companies that viewed the bid         | 0   |

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals *All Pro Exercise and Fitness Things of Livonia, MI* was the low bidder meeting specifications; with a one to one trade-in value on individual items and is being recommended for the purchase of eight (8) pieces of physical fitness equipment (less trade-ins).



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

## CITY COUNCIL AGENDA ITEM

### Financial

The funds for these purchases are available in the Community Center General Operating Supplies Account.

### Recommendation

City management recommends awarding a contract to the low bidder meeting specifications; *All Pro Exercise and Fitness Things of Livonia, MI as detailed below* at an estimated total cost (less one to one trade ins) for an estimated total amount of \$34,110.00 all at prices contained in the bid tabulation.

|   |  |
|---|--|
|   | <b>All Pro Exercise &amp;<br/>Fitness Things</b> |
| <b>TOTAL COST FOR NEW EQUIPMENT</b>   | \$39,960.00                                      |
| Deduct Trade-Ins  | \$5,850.00                                       |
| <b>Estimated Grand Total Cost bid as specified<br/>less Trade-in Items:</b> | <b><u>\$34,110.00</u></b>                        |
| <b>Estimated Grand Total Cost:</b>  | <b><u>\$34,110.00</u></b>                        |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>HBL Insurance Agency<br>31600 W. 13 Mile Rd.<br>Suite 130<br>Farmington Hills MI 48334   | <b>CONTACT NAME:</b> Debbie Warden<br><b>PHONE (A/C, No, Ext):</b> (248) 539-3003 <b>FAX (A/C, No):</b> (248) 539-1880<br><b>E-MAIL ADDRESS:</b> debbie@hblinsurance.com  |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
|---|---|--|-------------------------------|--------|--|-------|--|-------|------------|--|------------|--|------------|--|------------|
|   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Frankenmuth Mutual Ins. Co.</td> <td>13986</td> </tr> <tr> <td>INSURER B: Accident Fund Insurance Company</td> <td>10166</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Frankenmuth Mutual Ins. Co. | 13986 | INSURER B: Accident Fund Insurance Company | 10166 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER A: Frankenmuth Mutual Ins. Co.  | 13986   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER B: Accident Fund Insurance Company  | 10166   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER C:  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER D:  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER E:  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| INSURER F:  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |
| <b>INSURED</b><br>Push, Pedal, Pull, Inc.; DBA Fitness Things<br>All Things Fitness LLC; DBA All-Pro Exercise<br>35539 Schoolcraft Rd<br>Livonia MI 48150 |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |

**COVERAGES**      **CERTIFICATE NUMBER:** CL1712001504      **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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> Primary/Non-Contributory<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           | X        | BOP6245641    | 2/1/2017                | 2/1/2018                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |   |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |           | X        | BA6245641     | 2/1/2017                | 2/1/2018                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Underinsured motorist \$ 1,000,000  |   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | BOP6245641    | 2/1/2017                | 2/1/2018                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$   |   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N<br>Y | N/A           | WCV6129239              | 7/1/2017                | 7/1/2018   | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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)

Project: Troy Community Center  
 Additional Insured- See Endorsement  
 Cancellation Notice- See Endorsement  
 Primary & Non-Contributory- See endorsement

**CERTIFICATE HOLDER**

City of Troy  
 500 W. Big Beaver  
 Troy, MI 48084

**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

Mark Hatz/DLW

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NAMED INSURED  
WORKWALKER

POLICY NO.  
BOP6245641

POLICY TERM  
2/01/2017 to 2/01/2018

AGENT NO.  
**0210936**

Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

b. Paragraph d. is replaced by the following:

d. Failure to:

- (1) Give us notice of an "occurrence", offense, claim or "suit" as soon as practicable; or
- (2) Immediately send us copies of demands, notices, summonses or legal papers received in connection with the claim or "suit";

shall not invalidate the claim made by you if it shall be shown that it was not reasonably possible to give us notice as soon as practicable or to immediately send us copies, and that you gave us notice and sent us copies as soon as was reasonably possible.

c. The following paragraph is added:

- e. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. **Section III -- Common Policy Conditions** is amended as follows:

1. Paragraphs A.1., A.2., A.3. and A.5. **Cancellation** are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this Policy by giving us or our authorized agent notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured, with postage fully prepaid, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
5. If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED  
WORKWALKER

POLICY NO.  
BOP6245641

POLICY TERM  
02/01/2017 to 02/01/2018

AGENT NO.  
**0210936**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **Primary And Noncontributory -- Other Insurance Condition**

This endorsement modifies insurance provided under the following:

#### **BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph H. **Other Insurance of Section III -- Common Policy Conditions** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

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

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.





INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED  
WORKWALKER

POLICY NO.  
BOP6245641

POLICY TERM  
02/01/2017 to 02/01/2018

AGENT NO.  
**0210936**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Owners, Lessees Or  
Contractors -- Automatic Status When Required  
In Construction Agreement With You -- Limited  
Products-Completed Operations Coverage**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

A. The following is added to **Section II -- Liability, Paragraph C., Who Is An Insured:**

Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. But:

1. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", "personal injury" and "advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;in the performance of "your work" for the additional insured; and

2. Such written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

B. The coverage provided the additional insured by this endorsement does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard", such coverage will not apply beyond the lesser of:

1. The period of time required by the written contract or written agreement; or
2. Five years from the completion of "your work" on the project which is the subject of the written contract or written agreement.



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED  
WORKWALKER

POLICY NO.  
BOP6245641

POLICY TERM  
02/01/2017 to 02/01/2018

AGENT NO.  
**0210936**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **Named Insured -- Extended Name Endorsement**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS ERRORS AND OMISSIONS INSURANCE POLICY  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE FORM  
COMMERCIAL CRIME COVERAGE FORM  
CYBER AND INFORMATION PROTECTION PLUS INSURANCE POLICY  
EMPLOYMENT RELATED PRACTICES LIABILITY POLICY  
EMPLOYMENT RELATED PRACTICES LIABILITY POLICY WITH THIRD PARTY COVERAGE  
GARAGE COVERAGE FORM  
GOLF COURSE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM  
MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

It is agreed and understood that the **named insured** shall read:

WORKWALKER  
PUSH PEDAL PULL INC  
DBA FITNESS THINGS  
ALL THINGS FITNESS LLC  
DBA ALL-PRO EXERCISE



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED  
WORKWALKER

POLICY NO.  
BA 6245641

POLICY TERM  
02/01/2017 to 02/01/2018

AGENT NO.  
**0210936**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Owners, Lessees or Contractors**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

|  |                              |
|--|------------------------------|
| Endorsement effective: 11/14/2017 at 12:01 a.m. standard time                                      |                              |
| Endorsement expires: 02/01/2018 at 12:01 a.m. standard time  |                              |
| Named Insured: WORKWALKER<br>AND OTHER NAMED INSUREDS<br>1160 ANN ARBOR RD W<br>PLYMOUTH, MI 48170 | Policy Number:<br>BA 6245641 |

**SCHEDULE**

**Additional Insured:** THE CITY OF TROY

500 WEST BIG BEAVER  
TROY  
MI  
48084

**Contract or Job Number:**

**SECTION II -- LIABILITY COVERAGE**

1. "WHO IS AN INSURED" is changed to include as an "INSURED" the person or organization named in the Schedule, but only for liability arising out of the Named Insured's ownership, maintenance or use of covered "autos" in connection with the contract or job designated above.
2. With respect to the insurance afforded the additional insured, the following additional provisions apply:
  - a. This policy shall apply to the additional insured named in the Schedule, but only to the extent of liability resulting from an "accident" arising out of the negligence of the Named Insured.
  - b. Inclusion of such additional interest or interests shall not operate to increase the limits of our liability.

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