

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications and Budget Amendment – Sand Filter Maintenance**

Resolution #2018-04-054-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to replace the sand, gaskets, and laterals in the sand filters at the Troy Family Aquatic Center to the sole bidder meeting specifications; *Aquatic Source of Brighton, MI*, for an estimated total cost of \$44,150, as contained in the bid tabulation opened March 15, 2018, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Troy Family Aquatic Center Capital General Equipment in the amount of \$24,150 to complete this project.

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

PURCHASE ORDER

No. 2018-00001167
 DATE: 04/12/2018
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Aquatic Center
 3425 CIVIC CENTER DRIVE
 TROY, MI 48084

Bill To
 CITY OF TROY
 Aquatic Center
 3179 LIVERNOIS
 TROY, MI 48083

COUNCIL RESOLUTION
 2018-04-054-J-4a

VENDOR NO. 165148

Vendor
 AQUATIC SOURCE
 3155 RIDGEWAY CT
 COMMERCE TWP, MI 48390

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Sand Filter Maintenance A contract to furnish all equipment, material, and labor to replace the sand gaskets and laterals in the two sand filters at the Troy Family Aquatic Center as per all bid specifications of ITB-COT 18-11. Bid deposit check #2012288817 shall be retained until successful completion of the project. Project completion date: MAY 1, 2018.	44,150.0000	\$44,150.00

Entered By: MaryBeth Murz

\$44,150.00

Special Instructions:

CITY COUNCIL AWARD DATE: 4/9/2018. CERTIFICATE OF INSURANCE and ENDORSEMENT shall be on file for duration of the entire project.

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.

MaryBeth Murz

Opening Date: 3/15/2018
 Reviewed Date: 3/16/2018

BID TABULATION
 CITY OF TROY
 SAND FILTER MAINTENANCE

ITB-COT 18-11
 Page 1 of 1

Vendor Name:	Aquatic Source, LLC
	Brighton, MI
Check #:	2012288817

Provide Sand Filter Maintenance for the Sand Filters at the Troy Family Quatic Center (Outdoor Pool) which shall include Sand Change, New Lateral and New gasket replacements, and new Sand to be put in the Two(2) Existing Neptune Filters.

PROPOSAL 1: Replace Sand Filters, new Laterals, and New Gaskets. Furnish all labor, materials and equipment to have the sand in the filters removed, laterals replaced, gaskets changed and new sand put in filters.

Complete for the Sum of: \$44,150.00

PROPOSAL 2: Additional Repairs As Needed While Doing Work

Item 1: Repair Service in accordance with specifications	100.00/ Hour Per Man x2 Man Crew
Item 2: Discount off List Price	5%
Item 2: Markup (+ or -)	-5%
Can Complete by 05/01/2018?	Yes, can meet the completion date

Contact Person:		Kevin Steele
24 Hour Phone #:		248-207-4352
Conducted Site Visit		3/12/2018
Hours:		8AM-4PM
Insurance met:	Y OR N	Y
References:		Y
Warranty		3-Year Parts
Terms:		Net 30/ Negotiable
Exceptions:	Y OR N	N
Acknowledgement:	Y OR N	Y
Forms:	Y OR N	Y

ATTEST:
 Brian Goul
 Kristine Kallek
 Sue Reisterer

MaryBeth Murz
 Purchasing Manager

The undersigned proposes to **PROVIDE SAND FILTER MAINTENANCE FOR THE SAND FILTERS AT THE TROY FAMILY AQUATIC CENTER (OUTDOOR POOL)** which shall include Sand Change, New Lateral and New Gasket Replacements, and New Sand to be put in the Two (2) existing Neptune Filters in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

PROPOSAL 1: Replace Sand in Filters, New Laterals, and New Gaskets

Furnish all labor, materials and equipment to have the sand in the filters removed, laterals replaced, gaskets changed and new sand put in filters.

COMPLETE FOR THE SUM OF: \$ 44,150.00

PROPOSAL 2: Additional Repairs As Needed While Doing Work

PRICING SCHEDULE:

ITEM 1	COST
Repair Service in accordance with the specifications	\$ <u>100.00</u> /Hour Per Man x 2 Man Crew

ITEM 2

Repair Parts

A discount of 5 % will be given on all parts. Parts Price List - dated - will be used. The price lists shall be submitted with the bid. If parts price lists are not available, a markup/markdown of 5% (+ or -) will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer generated parts list. Contractor shall return to the City all replaced parts for inspection as requested.

COMPLETION DATE:

The work shall commence as soon as possible upon City Council Award. The intent is to make a recommendation of award at the **April 9, 2018 City Council Meeting**. A work schedule shall be provided to Morgan Thrasher, Recreation Supervisor. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **THE WORK MUST BE COMPLETED BY MAY 1, 2018.**

- Our company can meet the completion date
- Our company cannot meet the completion date but offers:

IMPORTANT:

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

COMPANY NAME: Aquatic Source

SITE INSPECTION:

All bidders are required to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at 248-524-3484 or via email at morgan.thrasher@troymi.gov, between the hours of 8:00am and 4:30pm, Monday through Friday.

Our company made a site inspection on: 3-12-2018
 Our company did not visit the sites

UNIT PRICES:

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

DESIGNATED CITY REPRESENTATIVES:

Morgan Thrasher, Recreation Supervisor, 248.524.3484, morgan.thrasher@troymi.gov is the City's Designated Representative for this project. Please contact her for additional information or questions concerning this project.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract within the specified

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications, will not be considered for award.

CONTACT INFORMATION:

Hours of operation: 9:00am - 4:00pm 24 Hr. Contact Phone No. 248-207-4352

Name of Contact Person: Kevin Steele Title Service Rep.

Email Address KSteele@aquaticsources.com

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.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, 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 total bidder meeting specifications for **EACH** Proposal; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

COMPANY NAME: Aquatic Source

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: City of Livonia
ADDRESS: 15100 Hubbard Livonia MI, 48154
PHONE: 734-466-2918 CONTACT: Michelle Koppin
EMAIL: MKoppin@ci.livonia.mi.us

COMPANY: Walnut Creek Country Club
ADDRESS: 25501 Johns Rd. South Lyon MI, 48178
PHONE: 248-437-7337 CONTACT: Bill Carlson
EMAIL: BCarlson@WalnutCreekCC.net

COMPANY: Waterford Schools
ADDRESS: 501 N. Cass Lake Rd. Waterford, MI 48328
PHONE: 248-682-0530 CONTACT: Michelle Merrick
EMAIL: Merrim01@WSDMI.org

PURCHASE ORDER:

The purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors. If applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on the project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

COMPANY NAME: Aquatic Source

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.

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.

COMPANY NAME: Aquatic Source

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.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: Aquatic Source

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except for the successful bidder whose prices shall remain firm.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kevin Steele

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: 26-3009151

COMPANY: Aquatic Source

ADDRESS: 190 Summit St. CITY: Brighton STATE: MI ZIP: 48116

PHONE: 248 366-0606 FAX NUMBER: 248 366-0605

REPRESENTATIVE NAME: Kevin Steele

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kevin Steele
(Print)

PAYMENT TERMS: Net 30/Negotiable WARRANTY: 3-year Parts

COMPLETION DATE: May 1, 2018

EMAIL: KSteele@aquaticsource.com

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and is an integral part of this bid offer:

ACKNOWLEDGEMENT:

I, Kevin Steele, 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 and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Kevin Steele

NOTE: The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

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.



**TROY FAMILY AQUATIC CENTER
SAND FILTER POOLS MAINTENANCE AND REPAIR SERVICES
SCOPE OF WORK**

MAINTENANCE

The Troy Family Aquatic Center with four (4) outdoor pools is a facility owned by the City of Troy. The Aquatic Center is located at 3425 Civic Center Drive Troy, MI 48084. The required Scope of Services shall include, but not be limited to the removal of sand, the removal and replacement of new laterals and new gaskets, and new sand shall be put into the two(2) existing Neptune filters.

WARRANTY: Repair Work

Repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of maintenance and repair.

GENERAL CONDITIONS

The successful bidder will be required to provide the City with a time frame for project completion so as to demonstrate that all work will be successfully completed prior to the Troy Family Aquatic Center being opened for the season. Work MUST be completed prior to May 1, 2018. There are NO exceptions to this deadline.

IMPORTANT NOTE

This bid is for a one time service and maintenance of the Sand Filters.



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 Kevin Steele, bearing the office title of Service Representative
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Kevin Jerome Steele, being duly sworn deposed, says that he/she
(Print Full Name)

is Service Representative. 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.

Kevin Steele
SIGNATURE OF PERSON SUBMITTING BID

Kayla Kennedy
NOTARY'S SIGNATURE

KAYLA KENNEDY
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESEE
MY COMMISSION EXPIRES Jun 17, 2019
ACTING IN COUNTY OF Livingson

Subscribed and sworn to before me this 13th
day of March, 2018 in and for
Livingson County.

My commission expires:

June 17, 2019



**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.

Aquatic Source LLC
Name of Agency/Company/Firm (Please Print)

Kevin Steele Service Representative
Name and title of authorized representative (Please Print)

Kevin Steele 3-13-2018
Signature of authorized representative Date

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



**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	Aquatic Source LLC
Street Address	190 Summit Street
City	Brighton
State, Zip	MI, 48116
Corporate I.D. Number/State	
Taxpayer I.D. #	26-3009151

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: Kevin Steele

Printed Name of Vendor's Authorized Agent: Kevin Steele

Witness Signature: Kayla Kennedy

Printed Name of Witness: Kayla Kennedy



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: ITB-COT 18-11
TITLE: SAND FILTER MAINTENANCE

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

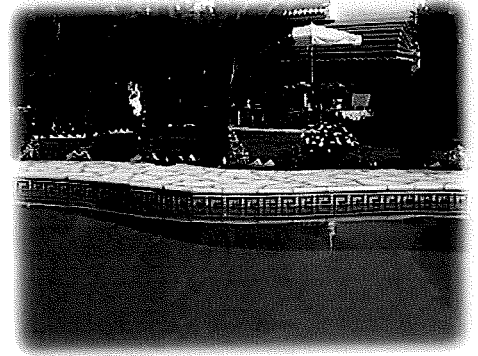
COMPANY NAME: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
TITLE: _____
COMPANY: _____
ADDRESS: _____
FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.

AquaQuartz™



POOL FILTER SAND



Premium, High-purity Pool Filter Sand

Fairmount Minerals is proud to offer AquaQuartz, the ideal media to clean pool water and keep it clear for a worry free environment. Fairmount Minerals is the leading nationwide supplier of premium, high-purity Pool Filter Sand in the country. AquaQuartz, a white sand of extreme purity, is inert, odorless, ecologically safe, and will not solidify. It will not stain, will help prevent clogging and can easily be backwashed. AquaQuartz filters out dirt, dust, algae, hair, make-up, suntan lotion, oil, leaves and insects.

For easy maintenance and a trouble free crystal clean pool, choose AquaQuartz as your only pool filter media.

	Wedron Silica Co.	Best Sand Corp.
 Standard #20	.45 - .55 E.S. < 1.4 U.C.	.45 - .55 E.S. < 1.5 U.C.
 High Rate	.55 - .65 E.S. < 1.3 U.C.	.55 - .65 E.S. < 1.6 U.C.
Silicon Dioxide (SiO ₂)	99.88 %	99.56 %

Order your AquaQuartz through these convenient plant locations:

Best Sand Corp.
Chardon, OH
Phone: 800-237-4986
Fax: 440-285-4109

Wedron Silica Co.
Wedron, IL
Phone: 800-255-7263
Fax: 269-465-6075

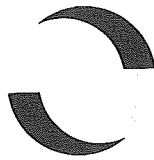
ADVANTAGES

- © 100% Natural – no chemicals added
- © Specifically produced for residential and commercial sand filters
- © Standard #20 grade available for typical use
- © High-rate grade is excellent for industrial applications
- © Packaged in the most durable 50# plastic bags that can be stored outside with no UV degradation
- © Private label packaging available
- © Bags can be UPC coded for retail stores
- © Inert, odorless, and non-staining
- © Meets AWWA B100 recommendations
- © Every shipment is tested to meet the required sizing
- © Shipping can be arranged or pick up as necessary



FAIRMOUNT
MINERALS
AND SUBSIDIARIES

WWW.FAIRMOUNTMINERALS.COM • FILTERSAND@FAIRMOUNTMINERALS.COM



Fairmount Santrol

Safety Data Sheet

Date: October 7, 2014

Supersedes: July 28, 2014

Section 1: Product Identification

Trade Name as Labeled: Silica, Lake or Bank Sand; All Grades
Chemical Name: Crystalline silica, mainly in form of quartz
Manufacturer:
Wedron Silica Company
3450 E 2056th Road, P.O. Box 119
Wedron, IL 60557
Phone: (815) 433-2449 Website: www.fairmountsantrol.com

Application: Foundry Sand

Emergency Telephone Number
ChemTrec: (800) 424-9300

"This product is not intended for and is strictly prohibited for sandblasting"

Section 2: Hazard Identification

Hazard Overview

Product is a chemically inert, non-combustible mineral. Long-term exposure can cause silicosis. Silicosis is a respiratory disease, which can result in delayed, disabling and sometimes fatal lung injury. IARC and NTP have determined that respirable crystalline silica inhaled from occupational sources can cause cancer in humans. Risk of injury is dependent on the duration and level of exposure. A single exposure will likely not result in serious adverse effects.

GHS Classification:

Physical:
Not Classified

Health:
Category 1A Carcinogen
Category 1 Specific Target Organ
Systemic Toxicity (Repeated Exposure)

Environmental:
Not Classified

Signal Word
Danger



Hazard Statements

H372: Causes damage to lungs and/or kidneys through prolonged or repeated exposure by inhalation.
H350: May cause lung cancer.

Precautionary Statements

P260: Do not breathe dust.
P314: Get medical advice/attention if you feel unwell.

Section 3: Composition/Information on Ingredients

CAS#	Component	Percentage	GHS Classification
14808-60-7	Crystalline Silica (Quartz)	>99%	STOST (Repeat Exposure) Category 1

See Section 8 for occupational exposure limit information.

Section 4: First Aid Measures

Inhalation (Gross): No specific first aid is necessary since the adverse health effects associated with inhalation of respirable crystalline silica result from chronic exposures. If there is a gross inhalation of product, remove the person immediately to fresh air. Get medical attention if persons feels unwell.

Ingestion: If large amounts of product are swallowed, get immediate medical attention.

Eye Contact: Immediately wash eyes with large amounts of water, lifting the upper and lower lids occasionally. If irritation persists or for imbedded foreign body, get immediate medical attention.

Skin Contact: Dermal contact with this product should not affect the skin. Wash exposed skin with soap and water before breaks and at the end of the work shift.

Section 5: Fire Fighting Measures

Extinguishing Media: Product is not flammable or combustible. It is compatible with all extinguishing media. Use any media that is appropriate for the surrounding fire.

Special Fire Fighting Procedures: Wear standard turnout gear and NIOSH-approved self-contained breathing apparatus (SCBA) with full facepiece in pressure demand or positive pressure demand mode.

Unusual Fire and Explosion Hazards: None known.

Hazardous Combustion Products: None known.

Section 6: Accidental Release Measures

Use personal protective equipment recommended in Section 8.

Avoid generating dust. If material is uncontaminated, collect using dustless method (HEPA vacuum) and place in appropriate container for use. Do not use compressed air to clean spilled sand or ground silica. If contaminated: a) use appropriate method for the nature of contamination, and b) consider possible toxic or fire hazards associated with the contaminating substances. Collect material in appropriate containers for recovery and recycling or disposal; see Section 12.

Section 7: Handling and Storage

Handling: Avoid generating dust. Do not breathe dust. *Use of this product may generate elevated airborne levels of crystalline silica dust that may not be visible to the unaided eye.* Use normal precautions against bag breakage or spills of bulk material. Use proper work practices and adequate ventilation with dust collection to maintain airborne levels of respirable crystalline silica to below the OSHA Permissible Exposure Limit (PEL). If airborne levels of crystalline silica exceed the PEL, wear respiratory protection and protective clothing when handling this product. Refer to Section 8 for additional information on personal protective equipment. See also American Society for Testing and Materials (ASTM) Standard Practice E1132-99a, "Standard Practice for Health Requirements Relating to Occupational Exposure to Respirable Crystalline Silica."

Storage: Use good housekeeping in storage and use areas to prevent accumulation of dust in work areas. Quartz is incompatible with strong oxidizers such as hydrofluoric acid, fluorine, chlorine trifluoride, or oxygen difluoride.

The OSHA Hazard Communication Standard 29 CFR §1910.1200 and state and local worker or community "Right to Know" laws and regulations should be strictly followed, which includes training employees on the content of this SDS. *Warn your employees (and your customer users in case of resale) by posting and other means of the potential health risks associated with use of this product and train them in the appropriate personal protective equipment, work practices, and engineering controls, which will reduce their risk of exposure.*

Crystalline silica is listed by the State of California (under Proposition 65) as requiring the following warning:
Detectable amounts of chemicals known by the state of California to cause cancer, birth defects, or other reproductive harm may be found in this product.

Section 8: Exposure Control/Personal Protection

Local Exhaust: Use process enclosure, local exhaust ventilation, or other engineering controls to control airborne levels of dust. See ACGIH "Industrial Ventilation, A Manual of Recommended Practice" (latest edition).

Eye Protection: Wear appropriate protective eyeglasses or chemical safety goggles where particles could cause injury to the eye as described by OSHA's eye and face protection regulations in 29 CFR §1910.133.

Skin Protection: Follow good personal hygiene practices including cleansing of exposed skin with soap and water, and laundering work clothing that has become dusty. Wash exposed skin with soap and water before breaks and at the end of work shift.

Respiratory Protection: When effective engineering controls are not feasible to control exposures to respirable crystalline silica below the OSHA PEL (or other exposure limit), use the following table to assist in selecting respiratory protection. This table was obtained from the NIOSH Respirator Selection Logic (2004). Assigned protection factor (APF) is the minimum expected level of respiratory protection provided by a properly functioning respirator. Maximum use concentration (MUC) for a respirator is determined by multiplying a contaminant exposure limit by the protection factor assigned to the respirator. Respiratory protection for respirable crystalline silica is based on the airborne exposure concentration and duration of exposure for the particular use of the respirator. A respiratory protection program in accordance with OSHA Standard 29 CFR §1910.134 must be implemented whenever workplace conditions warrant use of a respirator. ANSI Standard Z88.2 (recent revision) "American National Standard for Respiratory Protection" also should be considered. All tight-fitting respirators must be fit-tested either qualitatively or quantitatively for each respirator user. Use only NIOSH-certified respirators.

Assigned Protection Factor	Type of Respirator (NIOSH-Certified Respirator)
10	Any air-purifying elastomeric half-mask respirator equipped with appropriate type of particulate filter. ¹ Appropriate filtering facepiece respirator. ^{1,2} Any air-purifying full facepiece respirator equipped with appropriate type of particulate filter. ¹ Any negative pressure (demand) supplied-air respirator equipped with a half-mask.
25	Any powered air-purifying respirator equipped with a hood or helmet and a high efficiency (HEPA) filter. Any continuous flow supplied-air respirator equipped with a hood or helmet.
50	Any air-purifying full facepiece respirator equipped with N-100, R-100, or P-100 filter(s). Any powered air-purifying respirator equipped with a tight-fitting facepiece (half or full facepiece) and a HEPA filter. Any negative pressure (demand) supplied-air respirator equipped with a full facepiece. Any continuous flow supplied-air respirator equipped with a tight-fitting facepiece (half or full facepiece). Any negative pressure (demand) self-contained respirator equipped with a full facepiece.
1000	Any pressure-demand supplied-air respirator equipped with a full facepiece.

¹ Appropriate means that the filter medium will provide protection against the particulate in question.
² APF of 10 can only be achieved if the respirator is qualitatively or quantitatively fit tested on individual workers.

Occupational Exposure Limits:

Chemical	Percent (by wt.)	Exposure Limits						Unit
		OSHA		NIOSH		ACGIH		
		TWA	STEL	TWA	STEL	TWA	STEL	
Crystalline Silica (Quartz)	>99%	$\frac{10 \text{ mg/m}^3}{\% \text{ SiO}_2 + 2}$ ^{3a,b}	N.E.	0.05 ^a	N.E.	0.025 ^a	N.E.	mg/m ³

N.E. = Not Established. mg/m³ = milligrams per cubic meter of air.
^a = Respirable Fraction.
^b = OSHA PEL for crystalline silica as cristobalite or tridymite is 1/2 the value calculated from the respirable dust formula for quartz.

OSHA Permissible Exposure Limits (PEL) and ACGIH Threshold Limit Values (TLV) are an 8-hour time-weighted average (TWA) concentration during a 40-hour workweek. NIOSH Recommended Exposure Limit (REL) is a time-weighted average concentration for up to a 10-hour workday during a 40-hour workweek. STEL denotes a Short Term Exposure Limit, 15-minutes.

Section 9: Physical and Chemical Properties

Appearance: Free-flowing sand; white to tan
pH: Not applicable
Specific Gravity (water = 1): 2.65
Solubility in Water: Insoluble
Vapor Density: Not applicable
Vapor Pressure: Not applicable

Odor: Odorless
Melting Point: 2930 °F (1610 °C)
Evaporation Rate: None
Boiling Point: 4046 °F (2230 °C)
Autoignition Temp: Will not burn
Flammable Limits (LEL/UEL): Not applicable

Section 10: Stability and Reactivity

Stability: Stable under normal handling and storage conditions.

Hazardous Polymerization: Will not occur.

Chemical Incompatibility: Strong oxidizing agents such as fluorine, chlorine trifluoride, manganese trioxide, and oxygen difluoride, may cause fire.

Hazardous Decomposition Products: Silica will dissolve in hydrofluoric acid producing a corrosive gas, silicon tetrafluoride.

Section 11: Toxicological Information

Inhalation of respirable silica dust may not cause noticeable injury or illness even though permanent lung damage may be occurring. Inhalation of silica dust may have the following serious chronic health effects:

Silicosis: The major concern is silicosis, caused by the inhalation and retention of respirable crystalline silica dust. Silicosis can exist in several forms, chronic (or ordinary), accelerated, or acute.

Chronic or Ordinary Silicosis (often referred to as Simple Silicosis) is the most common form of silicosis, and can occur after many years of exposure to relatively low concentrations of airborne respirable crystalline silica dust. It is further defined as either simple or complicated silicosis. Lung lesions (shown as radiographic opacities) less than 1 centimeter in diameter characterize simple silicosis, primarily in the upper lung zones. Often, simple silicosis is not associated with symptoms, detectable changes in lung function or disability. Simple silicosis may be progressive and may develop into complicated silicosis or progressive massive fibrosis (PMF). Complicated silicosis or PMF is characterized by lung lesions (shown as radiographic opacities) greater than 1 centimeter in diameter. Although there may be no symptoms associated with complicated silicosis or PMF, the symptoms, if present, are shortness of breath, wheezing, cough and sputum production. Complicated silicosis or PMF may be associated with decreased lung function and may be disabling. Advanced complicated silicosis or PMF may lead to death. Advanced complicated silicosis or PMF can result in heart disease secondary to the lung disease.

Accelerated Silicosis can occur with exposure to high concentrations of respirable crystalline silica over a relatively short period; the lung lesions can appear within five years of the initial exposure. The progression can be rapid. Accelerated silicosis is similar to chronic or ordinary silicosis, except that the lung lesions appear earlier and the progression is more rapid.

Acute Silicosis can occur with exposures to very high concentrations of respirable crystalline silica over a very short time period, sometimes as short as a few months. The symptoms of acute silicosis include progressive shortness of breath, fever, cough and weight loss. Acute silicosis can be fatal.

Cancer:

IARC: The International Agency for Research on Cancer ("IARC") concluded that there was "*sufficient evidence* in humans for the carcinogenicity of crystalline silica in the forms of quartz or cristobalite from occupational sources", and that there is "*sufficient evidence* in experimental animals for the carcinogenicity of quartz and cristobalite." The overall IARC evaluation was that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is *carcinogenic to humans* (Group 1)." The IARC evaluation noted "carcinogenicity was not detected in all industrial circumstances studies. Carcinogenicity may be dependent on inherent characteristics of the crystalline silica or on external factors affecting its biological activity or distribution of its polymorphs." For further information on the IARC evaluation, see IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 68, "Silica, Some Silicates..." (1997).

Safety Data Sheet

10/07/14

Silica, Lake or Bank Sand; All Grades

Page 5 of 7

NTP: The National Toxicology Program (NTP), in its Ninth Annual Report on Carcinogens, classified "silica, crystalline (respirable)" as a known human carcinogen.

OSHA: Crystalline silica (quartz) is not regulated by the Occupational Safety and Health Administration (OSHA) as a human carcinogen.

There have been many articles published on the carcinogenicity of crystalline silica, which the reader should consult for additional information. The following are examples of recently published articles:

"*Crystalline Silica and Lung Cancer: The Problem of Conflicting Evidence*", Indoor Built Environ, Volume 8: 121-126 (1998).

"*Crystalline Silica and the Risk of Lung Cancer on the Potteries*," Occup. Environ. Med., Vol. 55: 779-785 (1998).

"*Is Silicosis Required for Silica-Associated Lung Cancer?*" American Journal of Industrial Medicine, Vol. 37: 252- 259 (2000).

"*Silica, Silicosis, and Lung Cancer: A Risk Assessment*," American Journal of Industrial Medicine, Vol. 38: 8-18 (2000).

"*Silica, Silicosis, and Lung Cancer: A Response to a Recent Working Group Report*," Journal of Occupational and Environmental Medicine, Vol. 42: 704-720 (2000).

"*NIOSH Hazard Review: Health Effects of Occupational Exposure to Respirable Crystalline Silica*." DDHS (NIOSH) Publication No. 2002-129 (2002).

Autoimmune Diseases: There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of several autoimmune disorders, -- scleroderma, systemic lupus erythematosus, rheumatoid arthritis and diseases affecting the kidneys. For a review of the subject, the following articles may be consulted:

"*Occupational Exposure to Crystalline Silica and Autoimmune Disease*", Environmental Health Perspectives, Vol. 107, Supplement 5, pp. 793-802 (1999).

"*Occupational Scleroderma*", Current Opinion in Rheumatology, Vol. 11: 490-494 (1999).

Tuberculosis: Individuals with silicosis are at increased risk to develop pulmonary tuberculosis, if exposed to persons with tuberculosis. The following may be consulted for further information:

Occupational Lung Disorders, 3rd Ed., Chapter 12, "Silicosis and Related Diseases," Parkes, W. (1994).

"*Risk of pulmonary tuberculosis relative to silicosis and exposure to silica dust in South African gold miners*," Occup. Environ. Med., Vol. 55: 496-502 (1998).

Kidney Disease: There is evidence that exposure to respirable crystalline silica (without silicosis) or that the disease silicosis is associated with the increased incidence of kidney diseases, including end stage renal disease. For additional information on the subject, the following may be consulted:

"*Kidney Disease and Silicosis*", Nephron, Vol. 85: 14-19 (2000).

Skin Contact: No adverse effects expected.

Eye Contact: Contact may cause mechanical irritation and possible injury.

Ingestion: No adverse effects expected for normal, incidental ingestion.

Chronic Health Effects: See "Inhalation" subsection above with respect to silicosis, cancer status and other data with possible relevance to human health.

Medical Conditions Aggravated by Exposure: Individuals with respiratory disease, including but not limited to asthma and bronchitis, or subject to eye irritation, should not be exposed to respirable silica dust.

Signs and Symptoms of Exposure: Exposure to dust may cause mucous membrane and respiratory irritation, cough, sore throat, nasal congestion, sneezing and shortness of breath. However, there may be no immediate signs or symptoms of exposure to hazardous concentrations of respirable crystalline silica (quartz). See "Inhalation" subsection above for symptoms of silicosis. The absence of symptoms is not necessarily indicative of safe conditions.

Acute Toxicity: Crystalline Silica

Oral, rat: LD50 = 22,500 mg/kg

Section 12: Ecological Information

Crystalline Silica:

LC50 carp >10,000 mg/L/72 hr.

This product is not expected to present an environmental hazard.

Section 13: Disposal Considerations

General: If uncontaminated, dispose as an inert, non-metallic mineral. If contaminated, dispose in accordance with all applicable local, state/provincial and federal regulations in light of the contamination present. Local regulations may be more stringent than regional and national requirements. It is the responsibility of the waste generator to determine the toxicity and physical characteristics of the material to determine the proper waste identification and disposal in compliance with applicable regulations.

RCRA: This product as sold by Wedron Silica Company is not classified as hazardous wastes under the Resource Conservation and Recovery Act, or its regulations, 40 CFR §261 *et seq.*

Section 14: Transport Information

This product is not regulated for transportation under the U.S. DOT, Canadian TDG, IMDG, or IATA Regulations.

Section 15: Regulatory Information

United States (Federal and State):

TSCA: Crystalline silica (CAS #14808-60-7) is listed on the EPA Toxic Substance Control Act (TSCA) Section 8(b) inventory.

RCRA: Crystalline silica is not classified as hazardous waste under the Resource Conservation and Recovery Act (RCRA), or its regulations, 40 CFR §261 *et seq.*

CERCLA Section 103 Reportable Quantity: None.

SARA 311/312: Hazard Categories for SARA Section 311/312 Reporting: Crystalline silica (Acute and Chronic Health Hazard).

SARA 313: Product contains no chemicals that are subject to Annual Release Reporting Requirements under SARA Section 313 (40 CFR 372).

Clean Air Act: Product was not processed with or does not contain Class I or II ozone depleting substances.

Clean Water Act: Not listed as a hazardous substance in Section 311.

NTP: Crystalline silica (quartz) is classified as a Known to be a Human Carcinogen.

OSHA: Crystalline silica (quartz) is listed under 29 CFR 1910.1000 as a toxic and hazardous substance.

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Crystalline silica (respirable) is classified as a substance known by the State of California to cause cancer.

Canada:

Domestic Substances List (DSL): Crystalline silica (quartz) is a naturally occurring substance on the DSL.

WHMIS Classification: Crystalline silica - Class D, Division 2, Subdivision A (Very Toxic Material causing other Toxic Effects).

Other:

IARC: Crystalline silica (quartz) is classified in IARC Group 1 Carcinogen.

European Inventory of Commercial Chemical Substances: Crystalline silica (quartz) is listed on EINECS Inventory; the EINECS number for quartz: 238-878-4.

European Community Labeling:

Harmful Xn

Contains crystalline silica, quartz (238-878-4)

R48/20 Harmful: Danger of serious damage to health by prolonged exposure by inhalation

S22 Do not breathe dust

S38 In case of insufficient ventilation, wear suitable respiratory protection

National, state, provincial or local emergency planning, community right-to-know or other laws, regulations or ordinances may be applicable--consult applicable national, state, provincial or local laws.

Section 16: Other Information

Web Sites with information about health effects from occupational exposure to the chemical substances contained in this product and associated engineering controls and personal protective equipment:

OSHA Website:

<http://www.osha.gov/dsg/topics/silicacrystalline/index>

NIOSH Website:

<http://www.cdc.gov/niosh/topics/silica>

NIOSH Hazard Review – Health Effects of Occupational Exposure to Respirable Crystalline Silica

<http://www.cdc.gov/niosh/docs/2002-129/02-129a.html>

IARC Monograph concerning crystalline silica, Volume 100C:

<http://monographs.iarc.fr/ENG/Monographs/PDFs/index.php>

NFPA Hazard Rating: Health: 1 Fire: 0 Reactivity: 0

HMIS Hazard Rating: Health: * Fire: 0 Reactivity: 0

* Warning – Chronic health effect possible – inhalation of silica dust may cause lung injury/disease (silicosis). Take appropriate measures to avoid breathing dust. See Section 8.

EU Classes and Risk Phrases for Reference

Xn Harmful

R48/20 Harmful: Danger of serious damage to health by prolonged exposure by inhalation.

User's Responsibility: The OSHA Hazard Communication Standard 29 CFR 1910.1200 require that this Safety Data Sheet be made available to your employees who handle or may be exposed to this product. Educate and train your employees regarding applicable precautions. Instruct your employees to handle this product properly.

Disclaimer: The information contained in this document applies to this specific material as supplied. It may not be valid for this material if it is used in combination with other materials. It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for one's own particular use. Since the actual use of the product described herein is beyond our control, Wedron Silica Company assumes no liability arising out of the use of the product by others. Appropriate warnings and safe handling procedures should be provided to handlers and users.

Silica, Lake and Bank Sand (All Grades) Crystalline Silica (Quartz)

DANGER



HAZARD STATEMENTS

Causes damage to lungs through prolonged or repeated inhalation exposure.
May cause lung cancer.
May cause damage to kidneys.

PRECAUTIONARY STATEMENTS

Minimize dust generation and accumulation during handling and use.
Do not breathe dust.
Use with adequate capture ventilation.
Clean up spills and dust accumulation using dustless methods (HEPA vacuum or water) to minimize dust generation.
Avoid contact with strong oxidizing agents; may cause fire.
Wash hands after handling.
No specific disposal method is required. Dispose of in accordance with Federal, State, and Local regulations.
Do not handle product until Safety Data Sheet has been read and understood.

Fire:

Product will not burn. Product is compatible with all extinguishing media.

First Aid:

Gross inhalation, remove person immediately to fresh air. Get medical attention if person feels unwell.
Gross ingestion, get immediate medical attention.

For additional information, read **Safety Data Sheet** for product.

24-hour Emergency Phone Number
CHEMTREC® (800) 424-9300

Manufacturer:

Wedron Silica Company
3450 E 2056th Road, P.O. Box 119
Wedron, IL 60557
Phone: (815) 433-2449
Website: www.fairmountsantrol.com

October 10, 2014



500 West Big Beaver
Troy, MI 48084
troymi.gov

2018-04-054J4a

CITY COUNCIL AGENDA ITEM

2018-1167

Date: March 28, 2018

To: Mark F. Miller, Acting City Manager

From: Thomas Darling, Financial Services Director
MaryBeth Murz, Purchasing Manager
Elaine Bo, Recreation Director
Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2 - Sole Bidder Meeting Specifications and Budget Amendment – Sand Filter Maintenance.

History

- The Troy Family Aquatic Center was built in 1991.
- The sand filters have not had maintenance since built and the sand is past the life cycle.
- The gaskets and laterals in the filters are also in need of repair.
- This project is required to ensure the safety of patrons and the continuity of operation without interruption during the summer for emergency repair.

Purchasing

On March 15, 2018, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to paint many interior areas of the City of Troy Community Center. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. One (1) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	139
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies notified Active Free	0
Companies that viewed the bid	11
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 proposal, *Aquatic Source, LLC of Brighton, MI* was the sole bidder meeting all bid specifications and is being recommended for this project at the Troy Family Aquatic Center.

Financial

The funds for this purchase are available in the Troy Family Aquatic Center Capital General Equipment Account in the amount of \$20,000, which will require a budget amendment for the \$24,150 shortfall. The Project# is 2018c0059.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends awarding a contract to furnish all equipment, material, and labor to replace the sand, gaskets, and laterals in the two sand filters at the Troy Family Aquatic Center, to the sole bidder, *Aquatic Source, LLC of Brighton, MI* for an estimated total cost of \$44,150 at unit prices contained in the bid tabulation dated March 15, 2018. It is also recommended that a budget amendment be approved in the amount of \$24,150 to complete this project.

Opening Date: 3/15/2018
 Reviewed Date: 3/16/2018

BID TABULATION
 CITY OF TROY
 SAND FILTER MAINTENANCE

ITB-COT 18-11
 Page 1 of 1

Vendor Name:	Aquatic Source, LLC
	Brighton, MI
Check #:	2012288817

Provide Sand Filter Maintenance for the Sand Filters at the Troy Family Aquatic Center (Outdoor Pool) which shall include Sand Change, New Lateral and New gasket replacements, and new Sand to be put in the Two(2) Existing Neptune Filters.

PROPOSAL 1: Replace Sand Filters, new Laterals, and New Gaskets. Furnish all labor, materials and equipment to have the sand in the filters removed, laterals replaced, gaskets changed and new sand put in filters.

Complete for the Sum of: \$44,150.00

PROPOSAL 2: Additional Repairs As Needed While Doing Work

Item 1: Repair Service in accordance with specifications	100.00/ Hour Per Man x2 Man Crew
Item 2: Discount off List Price	5%
Item 2: Markup (+ or -)	-5%
Can Complete by 05/01/2018?	Yes, can meet the completion date

Contact Person:	Kevin Steele
24 Hour Phone #:	248-207-4352
Conducted Site Visit	3/12/2018
Hours:	8AM-4PM
Insurance met: Y OR N	Y
References:	Y
Warranty	3-Year Parts
Terms:	Net 30/ Negotiable
Exceptions: Y OR N	N
Acknowledgement: Y OR N	Y
Forms: Y OR N	Y

ATTEST:
 Brian Goul
 Kristine Kallek
 Sue Riesterer

MaryBeth Murz,
 Purchasing Manager

STANDARD PURCHASING RESOLUTION 2 – Sole Bidder Meeting
Specifications – Sand Filter Maintenance

RESOLVED, That Troy City Council hereby AWARDS a contract to furnish all equipment, material, and labor to replace the sand, gaskets, and laterals in the sand filters at the Troy Family Aquatic Center to the sole bidder meeting specifications; *Aquatic Source of Brighton, MI* for an estimated total cost of \$44,150, as contained in the bid tabulation opened March 15, 2018, a copy of which shall be ATTACHED to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council approves a budget amendment to the Troy Family Aquatic Center Capital General Equipment in the amount of \$24,150 to complete this project.

BE IT FINALLY RESOLVED, that the contract is CONTINGENT upon contractor's submission of properly executed bid and contract documents, including insurance certificates, and all other specified requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2018

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	Red Cedar Insurance Agency 4880 36th Street SE, Suite 202 Grand Rapids, MI 49512 License #: 0G17832	CONTACT NAME:	Alicia Bruinsma		
		PHONE (A/C, No, Ext):	(844)733-2332	FAX (A/C, No):	(650)232-5728
		E-MAIL ADDRESS:	alicia@redcedaragency.com		
INSURED	Aquatic Source LLC. 190 Summit St Brighton, MI 48116-2466	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A:	Hamilton Mutual Insurance Company	14125	
		INSURER B:	EMPLOYERS MUTUAL CASUALTY COMPANY	21415	
		INSURER C:	Employers Mutual Casualty Insurance Company	21415	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 66

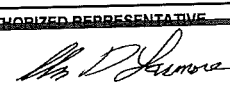
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5D52785	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5E52785	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J52785	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5H52785	09/01/2017	09/01/2018	<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)

Sand Filter Maintenance

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.

CERTIFICATE HOLDER City of Troy Purchasing Manager 500 West 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  (AJB)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "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 the 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.

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 described in Paragraph A.1.; 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.

D. The following is added to the **Other Insurance** Condition 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.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

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

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

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

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

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

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" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US -
DESIGNATED ENTITY**

SCHEDULE

1. Name of Entity: City of Troy
2. Mailing Address: 500 West Big Beaver Troy, MI 48084
3. Number of Days Notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than nonpayment of premium, notice of such cancellation will be provided to the entity in the Schedule, at least the number of days in advance of the cancellation effective date, also as shown in the Schedule.

If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

Failure to provide such notice to the designated entity will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.