

CITY COUNCIL MINUTES

October 14, 2024

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Breathing Air Compressor Replacement at Fire Station 1, and Budget Amendment**

Resolution #2024-10-139-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Breathing Air Systems of Reynoldsburg, OH*, for the purchase and installation of a new Bauer breathing air compressor and fill station, as well as the removal of the existing out of service system, for an estimated cost of \$42,264.19 at prices detailed in the bid tabulation opened September 26, 2024, 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 transfer funds from the Fire Department Operating Supplies Fire Equipment account 101.336.338.740.115 to the Fire Department Capital Fund Account 401.336.344.975.055 in the amount of \$42,264.19.

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

# PURCHASE ORDER

No. 2025-00000522

DATE: 10/28/2024

PAGE: 1 of 1

FOB DESTINATION

**Ship To**

CITY OF TROY  
Fire  
500 W BIG BEAVER RD  
TROY, MI 48084

**Bill To**

CITY OF TROY  
Fire  
500 W BIG BEAVER RD  
TROY, MI 48084

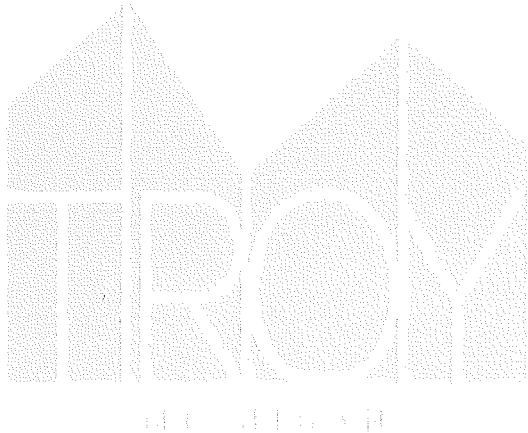
**COUNCIL RESOLUTION**  
2024-10-139-J-4b

**VENDOR NO.** 105251

**Vendor**

BREATHING AIR SYSTEMS  
8855 EAST BROAD STREET  
REYNOLDSBURG, OH 43068

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Bauer Legacy 13E3 breathing air compressor and fill station Quote # : QUO-MI416 Quote date: 9/19/2024	42,264.1900	\$42,264.19



Entered By: Nellie Bert

\$42,264.19

**Special Instructions:**

CITY COUNCIL AWARD DATE: 10-14-2024 Contract for Breathing air compressor replacement in accordance with the specifications and completion date of ITB-COT 24-21. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

**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.

*Nellie Bert*

Opening Date: 09/26/2024  
 Reviewed Date: 09/26/2024

BID TABULATION  
 CITY OF TROY  
 BREATHING AIR COMPRESSOR

ITB-COT 24-21  
 Pg. 1 of 1

Vendor Name:	Breathing Air Systems
City:	Reynoldsburg, OH
Check Amount:	\$2,750.00
Check Number:	9486530140

**BID PROPOSAL: FURNISH AND INSTALL (1) ONE BREATHING AIR COMPRESSOR SYSTEM**

**Proposal A:**

1 Each	FURNISH AND INSTALL (CERTIFY THAT THE UNIT IS OPERATIONAL AND PERFORMING IN ACCORDANCE WITH SPECIFICATIONS) (1) ONE BAUER Legacy 13E3 BREATHING AIR COMPRESSOR, PURIFYER AND FILL STATION AT CITY OF TROY FIRE STATION #1	\$42,264.19
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**Proposal B:**

1 Each	REMOVAL AND DISPOSAL OF EXISTING COMPRESSOR SYSTEM EQUIPMENT LOCATED AT FIRE STATION #1	\$0.00
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<b>Grand Total of Proposal A &amp; B:</b>		<b>\$42,264.19</b>
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Warranty:		2-yr or 5-yr with Maintenance Agreement
Delivery Date:		90 Days from Order
Authorized Dealer:		Y
Site Inspection:		N
Hours of Operation:		8 A.M.-5 P.M.
24 Hr. Contact Phone No.:		517-763-3779
References:	Y or N	Y
Insurance Provided:	Y or N	Y
Payment Terms:		30 Days
Completion Date:		90 Days
Exceptions:		NONE
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y

ATTEST:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Andrew Chambliss  
 Bryan Pompa  
 Nellie Bert  
 Mike Verstraete  
 Shawn Hugg

Emily Frontera  
 Purchasing Manager

The undersigned proposes to **Furnish and Install (1) One Breathing Air Compressor and Fill Station for the Troy Fire Department at Fire Station #1** in accordance with the attached specifications that are to be considered an integral part of this proposal, at the pricing listed below:

COMPANY NAME: Breathing Air Systems

**PROPOSAL: FURNISH AND INSTALL (1) ONE BREATHING AIR COMPRESSOR SYSTEM**

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents for the new BAUER Legacy 13E3 Air Compressor, Purifier and Fill Station System for the City of Troy Fire Department in accordance with the attached bid specifications. 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 specifications, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

**\* NO SUBSTITUES OR ALTERNATES WILL BE ACCEPTED.**

**PROPOSAL A:**

1 Each FURNISH AND INSTALL (CERTIFY THAT THE UNIT IS OPERATIONAL AND PERFORMING IN ACCORDANCE WITH SPECIFICATIONS) (1) ONE BAUER Legacy 13E3 BREATHING AIR COMPRESSOR, PURIFYER AND FILL STATION AT CITYOF TROY FIRE STATION #1

Complete for the total sum of: \$ 42,264.<sup>19</sup>

*Note: Total Sum shall include delivery, handling, packaging, start-up and air sampling.*

**PROPOSAL B:**

1 Each REMOVAL AND DISPOSAL OF EXISTING COMPRESSOR SYSTEM EQUIPMENT LOCATED AT FIRE STATION #1

Complete for the total sum of: \$ 0

*Note: Total Sum shall include removal, handling, packaging, and disposal.*

**WARRANTY:** 2 year or 5 year with maintenance agreement

**DELIVERY DATE:** 90 days from order

**AUTHORIZED DEALER:**

- Our company is an authorized distributor of this equipment  
 Our company is not an authorized distributor of this equipment

**SITE INSPECTION:**

Bidders should examine the site to determine the amount of work to be done in accordance with specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

- Our company visited the sites on \_\_\_\_\_  
 Our company did not visit the sites. Spoke w/ Lt. Emmond

**ADDITIONAL INFORMATION:**

For additional general information or questions concerning this project please contact Deputy Fire Chief Shawn Hugg at 248.524.3422 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any proposal 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. No payments will be made until the unit is Operational and Performing as specified to the satisfaction of the authorized City representative.

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provisions of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

**DELIVERY:**

All equipment is to be F.O.B. delivered inside, freight paid and installed at Fire Station #1, located at 1019 East Big Beaver, Troy, MI 48084. Please call Staff Lieutenant Eric Emmons at 248.524.3421 to arrange delivery.

**CONTACT INFORMATION:**

Hours of operation: 8am-5pm 24 Hr. Contact Phone No. 517-763-3779

**CONTRACT FORMS:**

Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and submit with your bid proposal.

**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.

**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 the Troy City Council.

**ALTERNATES:**

No substitutes or alternates will be accepted.

**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 bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest.

**PURCHASE ORDER:**

After approval of the successful bidder 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 to perform the contract in accordance with bid specifications. A contract document/ agreement will not be issued.

COMPANY NAME Breathing Air Systems

**REFERENCES:**

The City of Troy requires that your company list at least three (3) customers that your company has provided and installed an Air Compressor in the last five (5) years in the State of Michigan. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: Troy Fire Dept multiple stations  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT: Eric Emmens  
EMAIL: \_\_\_\_\_

COMPANY: City of Muskegon Fire dept  
ADDRESS: 1117 S Walker rd  
PHONE: 231-724-6942 CONTACT: Jay Paulson  
EMAIL: jay.paulson@shorelinecity.com

COMPANY: Harrison Fire Dept.  
ADDRESS: 2115 Sullivan Dr  
PHONE: 989-539-3617 CONTACT: Chris Dornelt  
EMAIL: firechief@harrison-mi.gov

COMPANY NAME Breathins Air Systems

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate must be submitted, within five (5) business days of the verbal/electronic request after the bid award. The Insurance Certificate may be faxed to the Purchasing Manager 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 SHOULD 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 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.

**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.

COMPANY NAME

Breathing Air Systems

**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 added to the policy: **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

Breathing Air Systems



SIGNATURE PAGE

**PRICES:** Prices shall remain firm 10 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: *Justin Diaz*

**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: 31-0816610

COMPANY: Breathing Air Systems

ADDRESS: 8855 E. Broad St CITY: Beynoldsburg STATE: OH ZIP: 43068

PHONE: (517) 263-3779 FAX NUMBER: ( )

REPRESENTATIVE NAME: Justin Diaz

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) Justin Diaz

PAYMENT TERMS: 30 days WARRANTY: 2 year or 5 year w/maint.

BID CHECK #: \_\_\_\_\_ COMPLETION DATE: 90 days

EMAIL: jdiaz@breathingair.com

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

None

**ACKNOWLEDGEMENT:**

I, Justin Diaz, certify that I have read the Instructions to Bidders (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, [www.bidnetdirect/city-of-troy-mi](http://www.bidnetdirect/city-of-troy-mi) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: *Justin Diaz*

**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.

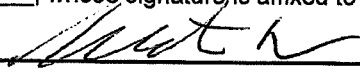
**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

**U.S. CURRENCY:** All prices quoted are to be in U. S. Dollars.

# 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 OHIO  
for whom Justin Diaz, bearing the office title of Sales  
\_\_\_\_\_, 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:

_____	_____
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**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

Justen Diaz, being duly sworn deposed, says that  
he/she (Print Full Name)

is Sales. 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.

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

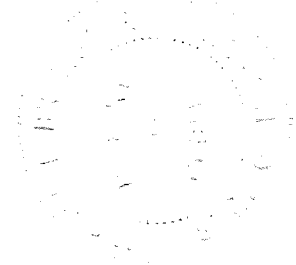
[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 26<sup>th</sup> day of SEPTEMBER, 2024

in and for St. Clair County.

My commission expires:  
2/19/2028

MICHELLE BREWSTER  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Feb. 09, 2028  
Acting in the County of St. Clair



**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:

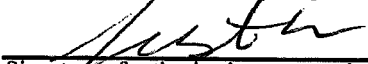
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (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.

Breathing Air Systems  
Name of Agency/Company/Firm (Please Print)

Justen Diaz Sales  
Name and title of authorized representative (Please Print)

 9/25/24  
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"**

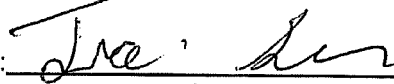
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	Breathing Air Systems
Street Address	8855 E. Broad St
City	Reynoldsburg
State, Zip	OH 43068
Corporate I.D. Number/State	767455453 OHIO
Taxpayer I.D. #	31-0816610

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: 

Printed Name of Vendor's Authorized Agent: Justin Diez

Witness Signature: 

Printed Name of Witness: Troy Smith



**Proposer's Sworn and Notarized Familial Disclosure**  
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of\_(the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Troy Fire and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:** None

**BIDDER:** Breathing Air Systems

By: [Signature]

Its: \_\_\_\_\_

STATE OF MICHIGAN

)ss.

COUNTY OF St. Clair)

This instrument was acknowledged before me on the 26<sup>th</sup> day of SEPTEMBER, 2024,

By: [Signature]



MICHELLE BREWSTER  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Feb. 09, 2028  
Acting in the County of St. Clair



# Quote

Page 1 of 2

Michigan Branch  
8855 E Broad St  
Reynoldsburg OH 43068

**Requested By:** Eric Emmons  
**Title:** LT  
**Email:** Eric.Emmons@troymil.gov  
**Phone:** (248) 524-3421

**Date:** 09/19/2024  
**Quote #:** QUO-MI416  
**Customer ID:** 700134

**Bill To**  
Troy Fire Dept  
500 W Big Beaver  
Troy MI 48084  
United States

**Ship To**  
Eric Emmons  
PO2021-00000120  
TROY FIRE DEPT  
6399 JOHN R  
Troy MI 48084  
United States

**Expires:** 11/18/2024  
**Terms:** Net 30  
**Shipping Method:** UPS® Ground WebStore  
**FOB:**  
**Est. Delivery Time:**

**Sales Rep:** Justen Diaz  
**Sales Rep Email:** jdiaz@breathingair.com  
**Sales Rep Phone:** (517) 763-3779

**A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.**

**NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.**

Item	Quantity	Description	Rate	Amount	Tax Rate
LEGACY-13-E3	1	Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 4-stage compressor, 10 hp, three phase motor and 67,000 cu ft capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA.  -Open vertical configuration made of formed sheet and plate goods provides a firm foundation for all pressure bearing components -BAUER PLC based controller -NEMA 4 rated electrical enclosure with UL® listed control panel -All wiring harnesses incorporated within a corrugated loom with number coding for easy system diagnosis -Emergency stop push button -Automatic condensate drain system -Compressor on/off, final pressure, oil pressure, high temperature shutdown	28,280.00	28,280.00	
BAS-4021CO-24v	1	CO MONITOR 24V FOR LEGACY	3,168.82	3,168.82	
CFS5.5-2SX4X	1	Fill Station - BAUER- Class 2. Independently	17,365.00	17,365.00	

# Quote

Page 2 of 2

Michigan Branch  
8855 E Broad St  
Reynoldsburg OH 43068

Date 09/19/2024  
Quote # QUO-MI416  
Customer ID 700134

Item	Quantity	Description	Rate	Amount	Tax Rate
4		tested containment fill station meets NFPA 1901. Fills two SCBA cylinders and has four cascade controls with valves and gauges. Features cylinder scuff guard - fill control panel with adjustable regulator - SCBA fill connection - top mounted cascade control panel with regulated remote outlet - Two fill hoses with bleed valves and safety door interlock. 5500 psi fill pressure.			
Subtotal				48,813.82	
Discount 19%			-19.00%	-9,274.63	
Labor	8	Service Labor- per hour	145.00	1,160.00	
SLP-HP-WITH START-UP	1	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	115.00	115.00	
START-UP KIT	1	START-UP KIT FOR EQUIPMENT INSTALLATION	300.00	300.00	

**Subtotal** 41,114.19  
**Shipping Cost (UPS® Ground WebStore)** 1,150.00  
**Total** \$42,264.19

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: \_\_\_\_\_ (Print Name)

Approved By Signature: \_\_\_\_\_

Approved Date: \_\_\_\_\_



QUO-MI416





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: October 7, 2024

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Peter Hullinger, Fire Chief  
Shawn Hugg, Deputy Fire Chief  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications– Breathing Air Compressor Replacement at Fire Station 1 and Budget Amendment

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### History

Each fire station has been equipped with a stationary breathing air compressor and fill station, to fill the breathing air cylinders from the self-contained breathing apparatus (SCBA) that the firefighters wear for respiratory protection when encountering immediately dangerous to life and health (IDLH) situations and training. Once the air is used from the SCBA, it must be filled from an approved and certified breathing air compressor in order to have other harmful chemicals, such as carbon monoxide (CO) and nitrogen removed. To facilitate this, the stationary breathing air compressors in the stations have extensive filters and air monitoring equipment to make sure that the air meets all necessary air quality requirements. The air in these SCBA cylinders is different than “normal” breathing air because the air in the cylinder is “compressed” to 4,500 PSI, and therefore, must be very dry to prevent freezing from its moisture content (as a result of being compressed) when it comes out of the cylinder under “regulated” pressure into the face mask.

Extensive research was conducted previously, and the Bauer breathing air compressor and fill station solution was the best option. *Bauer Compressor of Norfolk, VA*, is the industry leader in breathing air compressor systems, has a record for quality and expertise in the industry, and was selected as our choice for replacement breathing air compressors as the older systems began to fail. Furthermore, standardization of equipment is of vital importance within the fire department, and to maintain consistency in operational use, parts, routine maintenance, and repairs. Over the last five years, the breathing air compressors and fill stations at Fire Stations 2, 4, 5 and 6, and the mobile “Air Tender” have been replaced with the Bauer solution.

Additionally, the Fire Department has historically contracted with various vendors to maintain and repair all of our breathing air compressors. Air quality is tested quarterly, and any needed repairs or adjustments are made. Over the last year, we have been working with our maintenance contractor in an attempt to correct issues with the breathing air compressor located at Fire Station 1. Unfortunately, the manufacturer of the existing compressor is no longer in business, and parts are not available for any unit manufactured before 2015. Because of the current issues and unavailability of components required to repair, the current unit has been rendered non-operational and has been placed out of service.



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing

On September 26, 2024 a bid opening was conducted as required by the City Charter/Code for the purchase and installation of a Bauer Breathing Air Compressor at Fire Station 1. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com/city-of-troymi](http://www.bidnetdirect.com/city-of-troymi). Two hundred seventy-nine (279) vendors were notified via the MITN website. One (1) bid was received as well as one (1) statement of no bid. Below is a detail summary of potential vendors:

Companies notified via MITN	279	<p><b>MITN</b> 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.</p> <p><b>Active MITN</b> 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.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> 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.</p>
Troy Companies notified via MITN	8	
Troy Companies - Active email Notification	8	
Troy Companies - Free	0	
Companies that viewed the bid	19	
Troy Companies that viewed the bid	1	

After a review of the bid response, *Breathing Air Systems of Reynoldsburg, OH*, is the sole bidder meeting specifications. Breathing Air Systems is one of the nation's largest suppliers and service companies for breathing air compressors with factory trained technicians and over 54 years of experience.

### Financial

While this is an unexpected purchase, funds are available in the General Fund under Fire Department for the 2025 fiscal year under account number 101.336.338.740.115, Operating Supplies Fire Equipment. A transfer in the amount of \$42,264.19 will be required from 101.336.338.740.115, Operating Supplies Fire Equipment, to the Fire Department Capital Projects Fund account number 401.336.344.975.055, Buildings and Improvements Fire Station One.

### Recommendation

City Management recommends awarding a contract to the sole bidder meeting specifications, *Breathing Air Systems of Reynoldsburg, OH*, for the purchase and installation of a new Bauer breathing air compressor and fill stations as well as the removal of the existing out of service system, for an estimated cost of \$42,264.19, at prices contained in the bid tabulation opened September 26, 2024.

City Management also recommends that City Council approve a budget amendment to transfer Fire Department General Funds to the Fire Department Capital Fund Account 401.336.344.975.055 in the amount of \$42,264.19.

Opening Date: 09/26/2024  
 Reviewed Date: 09/26/2024

BID TABULATION  
 CITY OF TROY  
 BREATHING AIR COMPRESSOR

ITB-COT 24-21  
 Pg. 1 of 1

Vendor Name:	Breathing Air Systems
City:	Reynoldsburg, OH
Check Amount:	\$2,750.00
Check Number:	9486530140

**BID PROPOSAL: FURNISH AND INSTALL (1) ONE BREATHING AIR COMPRESSOR SYSTEM**

**Proposal A:**

1 Each	FURNISH AND INSTALL (CERTIFY THAT THE UNIT IS OPERATIONAL AND PERFORMING IN ACCORDANCE WITH SPECIFICATIONS) (1) ONE BAUER Legacy 13E3 BREATHING AIR COMPRESSOR, PURIFYER AND FILL STATION AT CITY OF TROY FIRE STATION #1	\$42,264.19
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**Proposal B:**

1 Each	REMOVAL AND DISPOSAL OF EXISTING COMPRESSOR SYSTEM EQUIPMENT LOCATED AT FIRE STATION #1	\$0.00
--------	---	--------

<b>Grand Total of Proposal A &amp; B:</b>		<b>\$42,264.19</b>
---	--	--------------------

Warranty:		2-yr or 5-yr with Maintenance Agreement
Delivery Date:		90 Days from Order
Authorized Dealer:		Y
Site Inspection:		N
Hours of Operation:		8 A.M.-5 P.M.
24 Hr. Contact Phone No.:		517-763-3779
References:	Y or N	Y
Insurance Provided:	Y or N	Y
Payment Terms:		30 Days
Completion Date:		90 Days
Exceptions:		NONE
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y

ATTEST:

(\*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss

Bryan Pompa

Nellie Bert

Mike Verstraete

Shawn Hugg

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2024

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).

<b>PRODUCER</b> Overmyer Hall Associates 1600 W Lane Ave, Ste 200 Columbus OH 43221	<b>CONTACT NAME:</b> Karen Pirtle	
	<b>PHONE (A/C, No, Ext):</b> 614-453-4400	<b>FAX (A/C, No):</b> 614-453-9360
<b>E-MAIL ADDRESS:</b> ohcertificates@oh-ins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> FCCI Commercial Insurance Company		33472
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Sub-Aquatics, Inc. dba Breathing Air Systems Safe Air Systems, Inc. 8855 E. Broad Street Reynoldsburg OH 43068	SAFE-AIR-1
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**COVERAGES**

CERTIFICATE NUMBER: 1408014342

REVISION NUMBER:

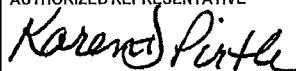
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CPP 100031438-05	9/30/2023	10/30/2024	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 - COMP/OP 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		CA100031440-05	9/30/2023	10/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1000 31441-05	9/30/2023	10/30/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	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	WC0100065323-04	9/30/2023	10/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	See Below
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	OH Stop Gap			CPP 100031438-05	9/30/2023	10/30/2024	Each Accident Disease EA Employee Disease Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000

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

Worker's Compensation applies to FL, GA, IL, KY, MI, NC, SC, TN  
 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 are additional insured per attached General Liability and Auto Liability Blanket Additional Insured endorsements CGL 084 02 21 & CAU 058 05 19. Subject to signed written contract. General Liability and Auto Liability coverage is Primary & Non-Contributory to Additional Insured per attached forms CGL 084 02 21 & CAU 082 01 15, when required by written contract. Subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy Purchasing Manager 500 W. Big Beaver Road Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## AUTO FIRST CHOICE COVERAGE ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

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

The Business Auto Coverage Form is amended as follows:

**SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended as follows:

**A. Paragraph 1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
  - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.
- g. Any "employee" of yours using:
  - (1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

- h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.
- B. Paragraphs (2) and (4) under section 2. **Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:
- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- C. Paragraph 5. under section B. **Exclusions** is deleted and replaced by the following:

**5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

- A. Paragraph 4. **Coverage Extensions** under section A. **Coverage** is deleted and replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a total maximum of \$1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$75 per day, to a total maximum of \$1,500.

- B. The following is added to paragraph 4. **Coverage Extensions** under section A. **Coverage**:

**c. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

**d. Auto Loan/Lease Gap Coverage**

The following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue 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 refunded 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.
- (2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue loan payments at the time of the "loss";
  - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
  - (c) Carry-over balances from previous loans.

**C. Paragraph 3. under section B. Exclusions is deleted and replaced by the following:**

3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown
  - b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b** and **A.1.c.** but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated

We will pay up to a maximum of \$1,000 for any one "loss".

**D. Section D. Deductible is deleted and replaced by the following:**

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- (1) "Loss" caused by fire or lightning; and
- (2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.



(3) Glass damage if repaired rather than replaced.

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

**A.** The following is added to paragraph a. under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the “accident”, claim, “suit” or “loss” is first known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

**B.** Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

**5. Transfer of Rights of Recovery against Others to Us**

If a 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, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

**C.** The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**D.** Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered “autos” you own;
  - (1) Any covered “auto” you lease, hire, rent or borrow; and
  - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”, nor is any “auto” you hire from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY  
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

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

**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 in effect during the term of this policy 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; and
3. The particular person or organization, if any, scheduled 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" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

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

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D. 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;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.