

CITY COUNCIL MINUTES -

May 18, 2020

Standard Purchasing Resolution 1: Award to Sole Bidder – Pool Pump Repair Services –Indoor and Outdoor Pools

Resolution #2020-05-076-J-4a

Moved by Abraham

Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **AWARDS** a two-year contract with two (1) year renewal options to the sole bidder, *Professional Pump Inc. of Belleville, MI*, for Pump Repair and Emergency Services on as-needed basis at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions in the bid tabulation opened May 7, 2020, a copy of which will be **ATTACHED** to the original Minutes of this meeting; contract to expire April 30, 2024.

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

Yes: All-7
No: None

MOTION CARRIED

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To
City of Troy
Aquatic Center
3425 CIVIC CENTER DRIVE
TROY, MI 48084

Bill To
City of Troy
Aquatic Center
3425 CIVIC CENTER DRIVE
TROY, MI 48084

No: 2020-90000017
Date: 06/01/2020

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor
VENDOR NO. 165149
PROFESSIONAL PUMP INC
41300 COCA COLA DRIVE
BELLEVILLE, MI 48111

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
05/19/2020	04/30/2022	2 Times Annually	2020-05--076-J-4a	2020-90000017	See Below

POOL PUMP REPAIR SERVICES

Furnish all labor, tools, equipment including cranes etc. and transportation services to provide TWO -Year requirements of Pump Repair and Emergency Repair Services on the City of Troy (Outdoor and Indoor) Pools with TWO 1-Year Renewal options, in accordance with the specifications and drawings for ITB-COT 20-21 as per attached detailed bid pricing.

Two Year Contract, with 2 1-year renewals. Potential 4-year contract; expiring 4/30/2024.

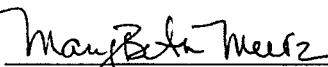
CITY COUNCIL AWARD DATE: 5/18/2020.

RESOLUTION# 2020-05-076-J-4a

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
Purchasing Manager

CITY OF TROY
BID TABULATION
POOL PUMP REPAIR SERVICES

Vendor Name:		Professional Pump, Inc.	
City:		Belleville, MI	
PROPOSAL: FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH TWO 1-YEAR RENEWAL OPTIONS			
ITEM	DESCRIPTION	UOM	
PROPOSAL A: REPAIR SERVICE			
1	Pump Repair-ON-SITE	Hour Per Man x 2 Man Crew	\$60.00
2	Estimated # of Hours: 60 Hours Annually Pump Repair- OFF-SITE	Hour Per Man	\$60.00
3	Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	Hour	\$200.00
4	Response Time	Hours After Request for Service	4 Hours
PROPOSAL B: EMERGENCY REPAIRS			
4	Emergency Repairs: Regular Time	Man Per Hour	\$60.00
5	Emergency Repairs: Overtime Time	Man Per Hour	\$85.00
6	Emergency Repairs: Holiday Time	Man Per Hour	\$85.00
7	TROY FAMILY AQUATIC CENTER OUTDOOR PUMP REPAIR PARTS		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316 Upgraded to - Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.		
	Impeller replacement cost (Each):	\$1,090.00	
	Pump Shaft replacement cost (Each):	\$775.00	
8	TROY COMMUNITY CENTER INDOOR PUMP REPAIR PARTS (AURORA)		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge		
	Impeller replacement cost (Each):	N/A	
	Pump Shaft replacement cost (Each):	\$390.00	
9	COST OF TRAVEL TIME PER REPAIR CALL:		\$60.00
	References:	Y or N	Y
	# of Years of Mandatory Experience:		33 Years
	Contact Information:		
	Hours of Operation:		7:30AM - 3:30PM
	24HR Phone Number:		586-823-9212
	Progress Payments:		Net 30
	Can Meet Insurance:	Y or N	Y
	Warranty for a 3 Year Period?	Y or N	Y
	Acknowledgement:	Y or N	Y
	Exceptions:	Y or N	N
	Forms:	Y or N	Y
	All or Nothing Award?	Y or N	N
	Parts Price List Provided:	Y or N	N

ATTEST: (*Bid Opening conducted via a Go-To Meeting)

Kristine Kallek Jackie Ahlstrom
Morgan Thrasher Brian Goul
Susan Riesterer

MaryBeth Murz,
Purchasing Manager



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 20-21

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The undersigned proposes to **FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH TWO - TWO-YEAR RENEWAL OPTIONS**, in accordance with the attached specifications and drawings to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Professional Pump, Inc.

ITEM	DESCRIPTION	UOM	PRICE
Proposal A: Repair Service			
1	Pump Repair-ON-SITE	Hour Per Man x 2 Man Crew	\$60.00
2	Estimated # of Hours: 60 Hours Annually Pump Repair-OFF-SITE	Hour Per Man	\$60.00
3	Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	Hour	\$200.00
4	Response Time	Hours After Telephone Request for Service	4 hrs
Proposal B: Emergency Repairs			
4	Emergency Repairs: Regular Time	Man Per Hour	\$60.00
5	Emergency Repairs: Overtime Time	Man Per Hour	\$85.00
6	Emergency Repairs: Holiday Time	Man Per Hour	\$85.00

Response Time: Within **4 Hours** after telephone request for service

Typical Crew Size: 2 person crew

ITEM DESCRIPTION

7. Troy Family Aquatic Center Pump Repair Parts (All pumps were originally Floway)

A discount of _____ % will be given on all parts. Parts Price List _____;
Dated _____ will be used. Parts Price List attached and marked _____ for identification.

If parts price lists are not available, a markup / markdown of +15% will be added or
(+ or -)

subtracted from your company's elected price structure which may be verified by invoices or your company's computer generated parts list.

Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge - 316 Upgraded to - Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.

Impeller replacement cost	\$ 1,090.00	ea
Pump Shaft replacement cost	\$ 775.00	ea

8. **Aurora Repair Parts**

A discount of _____ % will be given on all parts. Parts Price List _____;
Dated _____ will be used.

If parts price lists are not available, a markup / markdown of +15% will be added or
(+ or -)

subtracted from your company's elected price structure which may be verified by invoices or
your company's computer generated parts list.

Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge
Impeller replacement cost \$ N/A ea
Shaft replacement cost \$ 390.00 ea

PROPRIETARY PRICE LISTS: If your company deems that your price lists are proprietary
information, your company can provide a price list that is marked with the words "PROPRIETARY
INFORMATION" which will then exclude that document from Freedom of Information requests. If a
price list is provided which is not identified as "PROPRIETARY INFORMATION", it cannot be
marked as such by City staff and will be subject to Freedom of Information requests.

REPLACEMENT PARTS AS LISTED WILL BE USED FOR AWARD PURPOSES.

The unit price quoted above should match the cost provided in the parts price list taking the quoted
discount.

9. **Travel Time**

The City of Troy will pay a maximum of **the first 1/2-hour of travel time** for any repair call.

(Note: If a second repair is necessary to complete the initial repair, only 1/2 hour of travel time will
be paid.) \$ 60.00 Travel Time / Complete
Repair Call

IMPORTANT: Under normal circumstances, it is assumed that the pumps will be required to be
removed from their current location to do most work.

ESTIMATED QUANTITIES: Quantities stated are estimated and will be use for award purposes only.
The City will not be penalized for usage that is greater than or less than the stated annual usage. The City of
Troy will only pay for work completed and approved at the rates as quoted.

DESCRIPTIVE LITERATURE: Please attach to your bid proposal any pertinent descriptive material
relevant to the item bid.

IMPORTANT NOTE: It is assumed that most work will require a minimum two (2)-man crew; therefore, for
award purposes all hourly rates will be multiplied by two. If for any reason, a one-man crew is sent to provide
service, the company may only charge for the number of persons and hours that are provided. The City
reserves the right to deduct invoice charges that do not match service provided. In making an award, the
estimated number of hours stated during a typical year for Items #1 and #2 multiplied by the regular time rate
will be used, using the above stated criteria.

COMPANY NAME: Pro Pump

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.

COMPANY:	<u>AK Steel</u>				
ADDRESS:	_____	CITY:	<u>Dearborn</u>	ZIP:	_____
TELEPHONE:	<u>313-505-6863</u>	CONTACT:	<u>Brad Purvis</u>	_____	
EMAIL:	<u>bradley.purvis@aksteel.com</u>				
COMPANY:	<u>DTE EES Coke</u>				
ADDRESS:	_____	CITY:	<u>River Rouge</u>	ZIP:	_____
TELEPHONE:	<u>313-300-5324</u>	CONTACT:	<u>Tony Grady</u>	_____	
EMAIL:	<u>anthony.grady@dteenergy.com</u>				
COMPANY:	<u>Praxair</u>				
ADDRESS:	_____	CITY:	<u>River Rouge</u>	ZIP:	_____
TELEPHONE:	<u>313-409-4974</u>	CONTACT:	<u>Ed Morris</u>	_____	
EMAIL:	<u>edward.morris@praxair.com</u>				

DESIGNATED CITY REPRESENTATIVE: For additional information or questions concerning this project please contact: Brian Goul, Assistant Recreation Director, at (586) 216-1094 between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday.

MANDATORY: THE SUCCESSFUL BIDDER(S) MUST HAVE EXPERIENCE WORKING WITH EITHER FLOWAY VERTICAL TURBINE PUMPS AND/OR AURORA PUMPS. (SEE APPENDIX 1)

Pro Pump has 33 (#) years of experience working with these types of pumps.
(Company Name)

DEFINITION OF HOURLY TIME CHARGES: Regular time charges are to be defined as any time between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday with the exception of the following Holidays: New Years Eve Day, New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Overtime will be defined as any other time not specified above.

AWARD: The evaluation and award of this bid shall be a combination of factors, including but not limited to cost, professional competence, 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(s) meeting specifications for Floway pumps and Aurora pumps respectively; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

DOWNPAYMENTS AND PREPAYMENTS: Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

NOTE: The proposal submitted must contain a unit price for each pay item listed. Also, the proposal may be rejected if the bidder adds any provision. The vendor further declares that he/she has familiarized him/herself with the location of the pumps at the Troy Family Aquatic Center, and the conditions under which the pumps must be serviced. Bidder acknowledges that he has carefully examined the specifications, which he understands and accepts as sufficient for the purpose of pump repair services.

WARRANTY: The successful bidder's repair work shall be warranted against defect in material and or workmanship for a period of three (3) years from date of repair.

COMPANY NAME: Pro Pump

CONTACT INFORMATION:

Hours of operation: 7:30 am - 3:30 pm 24 Hr. Phone No. 586-823-9212

SITE INSPECTION:

An opportunity to inspect the pumps will NOT be available during this Bid Process, since the City of Troy is closed to the public due to COVID-19. If a bidder has questions please contact Brian Goul, Assistant Recreation Director; 586 216 1094.

PURCHASE ORDER:

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

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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this 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(s) 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.

DELIVERY:

All items are to be F.O.B. delivered, freight paid, to Troy Family Aquatic Center (Outdoor Pool), 3425 Civic Center Dr., Troy, MI 48084 or the Troy Community Center (Indoor Pools), 3179 Livernois, Troy, MI 48083.

CONTRACT FORMS:

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

COMPANY NAME: Pro Pump

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 Department 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.

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: Pro Pump

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) additional business 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: Pro Pump

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder(s) whose prices shall remain firm in accordance with the bid specifications. The contract period shall commence on the date of award or May 18, 2020, whichever is later and expire two calendar years later with an option to renew for two (2) additional one-year periods based upon mutual consent of both parties within ninety (90) days of contract termination. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City can accept an increase for labor rates based on the Consumer Price Index (CPI) for the Detroit/Ann Arbor area.

Parts prices shall be in accordance with the manufacturer's current price list or the company's current computer generated price list and firm discount quoted. The City of Troy requests firm prices for one-year. A new price list maybe submitted annually for review by the designated City representative after this period. Any price list changes will require 30 days notice. The City will have the option of accepting the new price list, or canceling the purchase order and re-bidding the contract. Parts lists will be required to be on file at the offices of the City of Troy; or if a parts list is not available, the manufacturer's invoiced price with a markup or markdown may be used. Verification of the invoiced price may be required by the City of Troy at the City's discretion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

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#: 38-2586237
COMPANY NAME: Professional Pump
ADDRESS 41300 Coca Cola Dr. CITY Belleville STATE MI ZIP 48111
PHONE NUMBER 734-394-7878 FAX NUMBER _____
REPRESENTATIVE'S NAME Jason Ortiz
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
PAYMENT TERMS: NET 30 WARRANTY: 3 years
E-MAIL: jortiz@professionalpump.com

EXCEPTIONS:

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

☐

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

ACKNOWLEDGEMENT:

I, Jason Ortiz, 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: _____

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract at no cost to the City.

IMPORTANT: All City of Troy purchases require a **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 figures quoted are to be in U.S. Funds.



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 MI for whom Jason Ortiz, bearing the office title of Sales Engineer, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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

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

TO WHOM IT MAY CONCERN:

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

is _____. 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 OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____
_____ County.

My commission expires:

*Per Mary Beth on 4/30/20, no
notary required.*



**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.**

Professional Pump, Inc.
Name of Agency/Company/Firm (Please Print)

Jason Ortiz - Sales Engineer
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative
Date 4-28-20

☐ **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	Professional Pump, Inc.
Street Address	41300 Coca Cola Dr.
City	Belleville, MI
State, Zip	MI, 48111
Corporate I.D. Number/State	
Taxpayer I.D. #	38-2586237

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: _____

Witness Signature: _____

Printed Name of Witness: _____

G:\ BidLanguage_IranLinkedBusiness



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 _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

No relation to anyone at City of Troy.

BIDDER: Jason Ortiz

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the 30 day of April, 2020, by



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 12, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Elaine S. Bo, Recreation Director
Brian Goul, Assistant Recreation Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 1: Award to Sole Bidder – Pool Pump Repair Services – Indoor and Outdoor Pools

History

- Professional Pump of Belleville, MI has successfully provided the City's emergency pump repair services as needed since April of 2011. The Recreation Department has been happy with their service and work.
- The Aquatic Center has eight pumps that operate the normal pool function and features at the facility.
- The Community Center Indoor Pool has four pumps that operate the pool function and features at the facility.
- Failure to repair the pumps in a timely manner could potentially result in the facility being closed which could result in less revenue to the City.
- The current contract expires April 30, 2020.

Purchasing

- On May 7, 2020 a bid opening was conducted as a *go-to meeting* as required by City Charter and Code to furnish all labor, tools, equipment, and transportation services to provide two-year requirements of emergency pump repair services at the Troy Family Aquatic Center and Troy Community Center with two 1-year renewal options. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. One (1) bid response was electronically received. Below is a detailed summary of potential vendors:

Companies notified via MITN	171
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	6
Troy Companies Active Free	0
Companies that viewed the bid	12
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.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Professional Pump Inc.* of Belleville, MI is the sole bidder meeting specifications. The Bid Tabulation is attached.
- *Professional Pump Inc.* is the company currently providing emergency pump repair services on as needed emergency basis.
- Note that the Building Operations Department maintains and supports the pool pumps.
- The awarded company for emergency pump repair is called only when the *emergency* pump repair is beyond the scope of the Building Operations Department.
- The City has had to employee *Professional Pump Inc.* only twice under the current contract.
- In addition to the Bid Tabulation attached is a comparison of *Professional Pump's* pricing from 2011; which reflects a nominal increase compared to current bid pricing.
- The purpose of this bid is to have an action plan for emergency repairs in a timely fashion at fixed costs.

Financial

Funds for these emergency services as needed are available in the Community Center and Troy Family Aquatic Center Contractual Services Account – Equipment Maintenance and Operating Supplies Funds.

Recommendation

City management recommends awarding a two-year contract with two 1-year renewal options to *Professional Pump Inc of Belleville, MI* for Pump Repair and Emergency Services *on as needed basis* at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions attached in the bid tabulation opened May 7, 2020, contract to expire April 30, 2024.

CITY OF TROY
BID TABULATION
POOL PUMP REPAIR SERVICES

Vendor Name:		Professional Pump, Inc.	
City:		Belleville, MI	
PROPOSAL: FURNISH LABOR, TOOLS, EQUIPMENT INCLUDING CRANES ETC., AND TRANSPORTATION SERVICES TO PROVIDE TWO-YEAR REQUIREMENTS OF PUMP REPAIR AND EMERGENCY REPAIR SERVICES ON THE CITY OF TROY (OUTDOOR AND INDOOR) POOLS WITH TWO 1-YEAR RENEWAL OPTIONS			
ITEM	DESCRIPTION	UOM	
PROPOSAL A: REPAIR SERVICE			
1	Pump Repair-ON-SITE	Hour Per Man x 2 Man Crew	\$60.00
2	Estimated # of Hours: 60 Hours Annually Pump Repair- OFF-SITE	Hour Per Man	\$60.00
3	Cost to remove the pumps from their housing and replacement after work completion including all labor and equipment including a crane and operator.	Hour	\$200.00
4	Response Time	Hours After Request for Service	4 Hours
PROPOSAL B: EMERGENCY REPAIRS			
4	Emergency Repairs: Regular Time	Man Per Hour	\$60.00
5	Emergency Repairs: Overtime Time	Man Per Hour	\$85.00
6	Emergency Repairs: Holiday Time	Man Per Hour	\$85.00
7	TROY FAMILY AQUATIC CENTER OUTDOOR PUMP REPAIR PARTS		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Original Vertical Turbine Pump Model #LKH - 25 Horsepower filter pump with 8-in discharge – 316 Upgraded to - Stainless Steel Shafting - Bronze Impeller - Carbon Bearings & packed Stuffing Box.		
	Impeller replacement cost (Each):	\$1,090.00	
	Pump Shaft replacement cost (Each):	\$775.00	
8	TROY COMMUNITY CENTER INDOOR PUMP REPAIR PARTS (AURORA)		
	Discount on all parts:	Not Specified	
	Parts Price List:	Not Specified	
	Dated:	Not Specified	
	Markup/markdown if parts price list not available (+ or -):	+15.0%	
	Pentair Pump # 02-406411 Type # 342ABF filter pump with 8-in discharge		
	Impeller replacement cost (Each):	N/A	
	Pump Shaft replacement cost (Each):	\$390.00	
9	COST OF TRAVEL TIME PER REPAIR CALL:		
	References:	Y or N	Y
	# of Years of Mandatory Experience:		33 Years
	Contact Information:		
	Hours of Operation:		7:30AM - 3:30PM
	24HR Phone Number:		586-823-9212
	Progress Payments:		Net 30
	Can Meet Insurance:	Y or N	Y
	Warranty for a 3 Year Period?	Y or N	Y
	Acknowledgement:	Y or N	Y
	Exceptions:	Y or N	N
	Forms:	Y or N	Y
	All or Nothing Award?	Y or N	N
	Parts Price List Provided:	Y or N	N

ATTEST: (*Bid Opening conducted via a Go-To Meeting)

Kristine Kallek Jackie Ahlstrom
Morgan Thrasher Brian Goul
Susan Riesterer

MaryBeth Murz,
Purchasing Manager

STANDARD PURCHASING RESOLUTION 1 – Award To Sole Bidder meeting
Specifications – Pump Repair and Emergency Services

RESOLVED, That Troy City Council hereby AWARDS a two-year contract with two (1) year renewal options to the sole bidder, *Professional Pump Inc. of Belleville, MI* for Pump Repair and Emergency Services on as needed basis at the Troy Family Aquatic Center and Troy Community Center under the prices, terms and conditions in the bid tabulation opened May 7, 2020 a copy of which is ATTACHED; contract to expire April 30, 2024.

BE IT FURTHER RESOLVED, That the award is contingent upon the 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)
06/03/2020

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 Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192		CONTACT NAME: Sherry Adkins PHONE (A/C, No, Ext): (734) 283-1400 FAX (A/C, No): (734) 283-1197 E-MAIL ADDRESS: sherry.adkins@assuredpartners.com	
INSURED Professional Pump Inc 41300 Coca Cola Dr. Belleville MI 48111		INSURER(S) AFFORDING COVERAGE INSURER A : Michigan Millers INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 14508	

COVERAGES**CERTIFICATE NUMBER:** CL1912518392**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 type="checkbox"/> LOC OTHER:			C0514230	12/08/2019	12/08/2020	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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			C0514230	12/08/2019	12/08/2020	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			L0105291	12/08/2019	12/08/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
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	W0512700	12/08/2019	12/08/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

As required by written contract, City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are afforded Additional Insured Status, Waiver of Subrogation with coverage on a Primary/Non-contributory basis per Blanket Form CG855 01-12

CERTIFICATE HOLDER**CANCELLATION**

City of Troy Building Dept 500 W. Big Beaver 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 <i>Stacy Demus</i>

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II. Damage To Premises Rented To You

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph **6.** does not apply.

III. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B, is revised as follows:

1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I - COVERAGE A**, Exclusion **2.j.** is amended as follows:

1. Paragraph **(3)** does not apply.
2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

VI. Property Damage Liability - Elevators And Sidetrack Agreements

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Exclusions **j. (3), (4)** and **(6)** do not apply to the use of elevators.
2. Exclusion **k.** does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

VII. Property Damage Liability - Borrowed Equipment

The following is added to Exclusion **j.** under **Coverage A. (Section I)**:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
 - (a) "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XI. Additional Insured - State or Political Subdivisions - Permits

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

XII. Additional Insured - Managers Or Lessors of Premises

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

XIII. Additional Insured - Lessor of Leased Equipment

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

XIV. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

XVI. Incidental Medical Malpractice Liability

SECTION II - WHO IS AN INSURED is amended to add the following paragraph:

However, Part **2.a.(1)(d)** does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

XVII. Broad Knowledge/Notice Of Occurrence

The following is added under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition **2.a.** that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
 - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
 - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

XIX. Mental Anguish

The definition of "bodily injury" in **SECTION V - DEFINITIONS** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

XX. Mobile Equipment