

CITY COUNCIL MINUTES

December 13, 2021

Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Pool Maintenance/Repair Services and Opening/Closing of the Troy Family Aquatic Center

Resolution #2021-12-200-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two (2) years at the City of Troy outdoor and indoor pools (excluding pumps), with two (2), one-year renewal options to the low bidder meeting specifications, *B & B Pool Service & Supply of Livonia, MI*, for an estimated annual cost of \$40,000, at prices contained in the bid tabulation dated December 2, 2021, a copy of which shall be **ATTACHED** to the Minutes of this meeting; contract to expire December 31, 2025.

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

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To
City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

Bill To
City of Troy
Parks and Recreation
3179 LIVERNOIS
TROY, MI 48083

No: 2022-90000012
Date: 12/15/2021

FOB DESTINATION

Entered By: Emily Frontera

Vendor
VENDOR NO. 109908
B & B POOLS & SPAS
31071 INDUSTRIAL RD
LIVONIA, MI 48150

CONTRACT DESCRIPTION

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
01/01/2022	12/31/2023	2 Times Annually	2021-12-200-J-4b	2022-90000012	0.00

Pool Maintenance/Repairs Opening/Closing

Maintenance/Repair and Opening/Closing Services for the Troy Family Aquatic Center.

Troy City Council AWARDED a contract to provide maintenance and repair services and opening/closing of the Troy Family Aquatic Center for two (2) years; at the indoor and outdoor pools (excluding pumps) with two (2) ONE Year renewals.

Repair Service in accordance with specifications:
\$105.00

Emergency Repairs in accordance with specifications:
Regular Time: Per hour per man: \$105.00
Overtime: Per hour per Man \$157.50
Holiday Time: Per hour per Man n/a

Travel Cost for Repair Call: \$125.00

Opening of Pool by May 15th each Year: \$6,500.00
Closing of Pool by October 1st each Year: \$3,200.00.

CERTIFICATE OF INSURANCE and ENDORSEMENT SHALL BE ON FILE FOR DURATION OF CONTRACT.

CITY COUNCIL AWARD DATE: 12/13/2021.

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.


Emily Frontera
Purchasing Manager

Opening Date: 12/02/2021
Date Reviewed: 12/02/2021

BID TABULATION
CITY OF TROY
POOL MAINTENANCE AND REPAIRS

ITB-COT 21-54
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Vendor Name:	B & B Pools & Spas Livonia, MI	USA Pools of Michigan Columbus, OH
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PROPOSAL: TO PROVIDE TWO YEAR REQUIREMENTS OF MAINTENANCE AND REPAIRS FOR THE CITY OF TROY OUTDOOR AND INDOOR POOLS WITH TWO - ONE YEAR RENEWAL OPTIONS

PROPOSAL 1 - CITY OF TROY POOLS MAINTENANCE AND REPAIR EXCLUDING PUMPS

Item	Description	Cost	Cost
1	Repair Service in accordance with specifications:		
	Regular Time: Per Hour Per Man x 2 Man Crew	\$105.00	\$125.00
	Response Time: Within 24 Hours after a telephone request for service. Estimated Number of Hours - 60		
2	Emergency Repairs in accordance with specifications:		
	Regular Time: Per Hour Per Man	\$105.00	\$187.50
	Overtime: Per Hour Per Man	\$157.50	\$187.50
	Holiday Time: Per Hour Per Man	Not Specified	\$187.50
	Typical Crew Size: 2 Men; Response Time: Within 4 Hours after a telephone request for service.		
3	Travel Time: The City will pay a maximum of 1/2 hour of travel time for ANY repair call. Note: if a second repair is necessary to complete a repair, only a 1/2 hour of travel time will be paid.		
	Complete Travel Cost for Repair Call	\$125.00	\$125.00
4	Repair Parts		
	A discount of _____ will be given on all parts.	Not Specified	5%
	Price parts list:	Not Specified	Not Specified
	Mark-up or Markdown %	20% (+/- not specified)	15% (+/- not specified)

PROPOSAL 2 - OPENING AND CLOSING OF TROY FAMILY AQUATIC CENTER (OUTDOOR POOL) SEASONALLY

1	Opening of Pool by May 15th of each Year (Total Price)	\$6,500.00	\$6,760.00
2	Closing of Pool by October 1st of each Year (Total Price)	\$3,200.00	\$2,890.00
GRAND TOTAL		\$10,192.50	\$10,275.00

NOTE: GRAND TOTAL INCLUDES PROPOSAL 1 ITEMS 1, 2, 3 AND PROPOSAL 2

Site Inspection:	Y or N	Y	N
Contact Information:	Hours of Operation:	M-F 8AM - 5PM	9AM - 6PM
	24 Hour Phone #:	734-427-3242	877-248-1872
	Contact Person:	Joe Sheridan	Alison Abbott
	Email:	JSheridan@BandBPools.com	alison@usamanagement.com
References:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	Net 30 Days
Warranty:		Varies	Parts Warranty = Manufacturer Labor 1 Year
Response Time:		ASAP	2-24 Hours
Exceptions:	Y or N	N	N
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Brian Goul
Heather Chomiak
Andrew Chambliss
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 21-54
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The undersigned proposes to **provide two (2) year requirements and furnish all labor, tools, material, equipment, and supervision to perform service/maintenance and repair on the City of Troy Outdoor and Indoor Pools, and Mechanical Systems excluding pumps, and open and close the outdoor pool seasonally with two (2) – one (1) year renewal options**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: B & B Pools and Spas

PROPOSAL 1:
CITY OF TROY POOLS MAINTENANCE AND REPAIR EXCLUDING PUMPS

PRICING SCHEDULE:

ITEM	DESCRIPTION	COST
1.	Repair Service in accordance with specifications: Regular Time:	\$ <u>105.00</u> / Hour Per Man x 2 Man Crew
	Response Time: Within 24 hours after a telephone request for service. Estimated Number of Hours - <u>60</u>	
2.	Emergency Repairs in accordance with specifications Regular Time:	\$ <u>105.00</u> / Hour Per Man
	Overtime:	\$ <u>157.50</u> / Hour Per Man
	Holiday Time:	\$ _____ / Hour Per Man
	Typical Crew Size 2 Men	
	Response Time: Within 4 hours after a telephone request for service.	
3.	Travel Time: The City will pay a maximum of ½ hour of travel time for ANY repair call. NOTE: If a second repair is necessary to complete a repair, only ½ hour of travel time will be paid.	
		\$ <u>125.00</u> / Complete Travel Cost for Repair Call
4.	Repair Parts A discount of _____ % will be given on all parts. Parts Price List _____; Dated _____ will be used. The price lists should be submitted with the bid.	
	If parts price lists are not available, a markup / markdown of <u>20%</u> (+ or -) will be added or subtracted from your company's elected price structure which may be verified by invoices or your company's computer generated parts list. Contractor shall return to the City all replaced parts for inspection as requested.	

PROPOSAL 2:
OPENING AND CLOSING OF TROY FAMILY AQUATIC CENTER (OUTDOOR POOL) SEASONALLY

PRICING SCHEDULE:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Opening of Pool by May 15 each year	\$ <u>6,500.00</u> / Total Price
2.	Closing of Pool by October 1 each year	\$ <u>3,200.00</u> / Total Price

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and based upon past usage.

IMPORTANT:

It is assumed that most work will require a 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, Item #1 and #2 regular time rates will be used using the above stated criteria, multiplied by the estimated number of hours during a typical year.

SITE INSPECTION:

All bidders are requested to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at **(248) 524-3484** between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

(xx) Our company made site inspections on Many Occasions

() Our company did not visit the sites.

U.S. FUNDS: All prices quoted are to be in U. S. currency.

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

UNIT PRICES : Unit prices prevail. The City of Troy Purchasing Department will correct all extension errors

COMPANY NAME: B & B Pools and Spas

All items of work noted in the Specifications that are not specifically noted in the proposals shall be considered as included in any maintenance and installation project contained herein, and provided at no extra cost to the City.

INFORMATION:

For additional general information or questions about the specifications, please contact **Morgan Thrasher, Recreation Supervisor**, at (248) 524-3484 between the hours of 8:00 am to 4:00 pm, Monday through Friday or email at Morgan.Thrasher@troymt.com.

CONTACT INFORMATION

Hours of operation: m - f / 8am - 5pm 24 Hr. Contact Phone No. 734-427-3242

Contact Person: Joe Sheridan Email: JSheridan@BandBPools.com

SITE INSPECTION:

All bidders are requested to examine the premises to determine the amount of work to be done in accordance with specifications. If a site inspection is not made, the bidder accepts full responsibility and risk for any errors or omissions in his/her proposal. Appointments may be made with **Morgan Thrasher, Recreation Supervisor**, at (248) 524-3484 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

ESTIMATED QUANTITIES:

The quantities as shown on the proposal are based on annual usage from prior years and will be used for award purposes only. The actual work may vary from the proposal. The contractor will be paid only for the work he/she does, which may be more or less than the quantities shown on the proposal.

DEFINITION OF HOURLY TIME CHARGES:

Regular time charges are defined as any time between the hours of 8:00 AM and 5:00 PM, Monday through Friday with the exception of the following Holidays: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. Overtime will be defined as any other time not specified above.

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.

COMPANY NAME: B & B Pools and Spas

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. Please, print.

COMPANY: City of Warren
ADDRESS: 5460 Arden CITY: Warren ZIP: 48092
TELEPHONE: 586-258-2050 CONTACT: Adrianna Wilk
EMAIL:

COMPANY: Troy High School
ADDRESS: 4777 Northfield Parkway CITY: Troy ZIP: 48098
TELEPHONE: 248-935-8061 CONTACT: Richard
EMAIL:

COMPANY: Livonia Public Schools
ADDRESS: 15125 Farmington Rd. CITY: Livonia ZIP: 48154
TELEPHONE: 734-744-2514 CONTACT: Carl Roberts
EMAIL:

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 the award of contract.

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 total responsible bidder(s) for each proposal or to combine proposals, whatever is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

IMPORTANT: 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. Vendor further declares that he/she has familiarized him/herself with the locations of the indoor and outdoor pools in the City of Troy, and the conditions under which they must be serviced. By submitting a proposal, bidder acknowledges that he has carefully examined the specifications and he understands and accepts as sufficient for the purpose of maintaining the City's indoor and outdoor pools.

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.

INVOICES: The contractor shall submit to the designated City representative detailed invoices that include minimally the blanket order number, service performed, and location(s) of the repair/maintenance work. The Designated City representative reserves the right to review a prototype of the invoice for completeness prior to award. Invoices that are incomplete will not be paid until all requested/required information is submitted. Payments will be made monthly on the basis of the value of the work completed to date that is within the parameters of the specifications.

COMPANY NAME: B & B Pools and Spas

CONTRACT FORMS:

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

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, shall submit any required bonds as specified. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

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

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

- (x) 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.

COMPANY NAME: B & B Pools and Spas

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.

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

COMPANY NAME: B & B Pools and Spas

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: B & B Pools and Spas

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award; whichever comes first, except for the successful bidder whose prices shall remain firm in accordance with the following provisions. The contract period shall commence on the date of award, and continue for two (2) calendar years, with two (2), one (1) year option(s) to renew through mutual consent, within 90 days of contract termination under the same prices, terms, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

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. Parts lists will be required to be on file at the City of Troy Offices; 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: *Dan Frederiksen* PRES

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: 38-1910745

COMPANY: B & B Pools and Spas

ADDRESS: 31071 Industrial Road CITY: Livonia STATE: MI ZIP: 48150

TELEPHONE: (734) 427-3242 FAX NUMBER: (734) 427-3235

REPRESENTATIVE'S NAME: DANE FREDERIKSEN

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: *Dan Frederiksen* (PRINT) PRES

PAYMENT TERMS: 30 Days WARRANTY: Varies

RESPONSE TIME: ASAP EMAIL: J.SHERIDAN@BAUSDPOOLS.COM

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

ACKNOWLEDGEMENT:

I, DANE FREDERIKSEN, 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 MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: *Dan Frederiksen* PRES

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.

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.

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 Michigan
for whom B & B Pools and Spas, bearing the office title of
President, whose signature is affixed to this proposal, is
duly authorized to execute contracts.

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

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



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

is PRESIDENT. 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 29TH day of November, 2021

in and for Wayne County.

My commission expires:

August 6, 2027

SUSAN R. LAPHAM
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 06, 2027
Acting in the County of Wayne



**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, and 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.

B & B Pools and Spas

Name of Agency/Company/Firm (Please Print)

Joe Sheridan - Sales

Name and title of authorized representative (Please Print)

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, 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	B & B Pools and Spas
Street Address	31071 Industrial Road
City	Livonia
State, Zip	MI, 48150
Corporate I.D. Number/State	0411659
Taxpayer I.D. #	38-1910745

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:

DAVE FREIJSERIKSEN

Printed Name of Vendor's Authorized Agent:

DAVE FREIJSERIKSEN

Witness Signature:

JOE SHERIDAN

Printed Name of Witness:

JOE SHERIDAN



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: December 13, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Brian Goul, Recreation Director
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Low Bidder meeting Specifications – Pool Maintenance/Repair Services and Opening/Closing of Troy Family Aquatic Center

History

- This contract is for emergency and regular maintenance/repairs needed for the Troy Family Aquatic Center and Community Center Indoor Pools, excluding pumps which is covered on another contract.
- Building Operations assists with general maintenance and repair on the pools.
- This contract ensures that the cost of repairs and maintenance are minimal and that repairs are made in a timely manner to ensure limited closure to the public.
- This contract will also provide for opening and closing of the Troy Family Aquatic Center.

Purchasing

- On December 2, 2021, a bid opening was conducted as required by City Charter and Code to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two (2) years at the City of Troy outdoor and indoor pools (excluding pumps), with two (2), one-year renewal options.
- The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. One hundred and sixty-two (162) vendors were notified and two (2) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	162
Troy Companies notified via MITN	7
Troy Companies notified Active email Notification	7
Troy Companies notified Active Free	0
Companies that viewed the bid	7
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)

- After reviewing the bid proposals, *B & B Pool Service & Supply Co. of Livonia, MI* was the low bidder meeting specifications and is being recommended to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two (2) years at the City of Troy outdoor and indoor pools (excluding pumps), with two (2), one-year renewal options.
- *B & B Pools and Spas* has provided pool maintenance and repair services in the past and has provided excellent service.

Financial

The funds for these purchases are available in the Troy Family Aquatic Center and Community Center Contractual Services Accounts and Operating Accounts.

Recommendation

City management recommends awarding a contract to provide maintenance and repair services, and opening and closing of the Troy Family Aquatic Center for two (2) years at the City of Troy outdoor and indoor pools (excluding pumps), two (2) one-year renewal options to the overall low bidder meeting specifications, *B & B Pool Service & Supply Co. of Livonia, MI* for an estimated annual cost of \$40,000, at prices contained in the bid tabulation dated December 2, 2021.

Opening Date: 12/02/2021
Date Reviewed: 12/02/2021

BID TABULATION
CITY OF TROY
POOL MAINTENANCE AND REPAIRS

ITB-COT 21-54
Pg. 1 of 1

Vendor Name:	B & B Pools & Spas	USA Pools of Michigan
	Livonia, MI	Columbus, OH

PROPOSAL: TO PROVIDE TWO YEAR REQUIREMENTS OF MAINTENANCE AND REPAIRS FOR THE CITY OF TROY OUTDOOR AND INDOOR POOLS WITH TWO - ONE YEAR RENEWAL OPTIONS

PROPOSAL 1 - CITY OF TROY POOLS MAINTENANCE AND REPAIR EXCLUDING PUMPS

Item	Description	Cost	Cost
1	Repair Service in accordance with specifications:		
	<i>Regular Time: Per Hour Per Man x 2 Man Crew</i>	\$105.00	\$125.00
	<i>Response Time: Within 24 Hours after a telephone request for service. Estimated Number of Hours - 60</i>		
2	Emergency Repairs in accordance with specifications:		
	<i>Regular Time: Per Hour Per Man</i>	\$105.00	\$187.50
	<i>Overtime: Per Hour Per Man</i>	\$157.50	\$187.50
	<i>Holiday Time: Per Hour Per Man</i>	Not Specified	\$187.50
	<i>Typical Crew Size: 2 Men; Response Time: Within 4 Hours after a telephone request for service.</i>		
3	Travel Time: The City will pay a maximum of 1/2 hour of travel time for ANY repair call. Note: If a second repair is necessary to complete a repair, only a 1/2 hour of travel time will be paid.		
	<i>Complete Travel Cost for Repair Call</i>	\$125.00	\$125.00
4	Repair Parts		
	A discount of _____ will be given on all parts.	Not Specified	5%
	Price parts list:	Not Specified	Not Specified
	Mark-up or Markdown %	20% (+/- not specified)	+15%

PROPOSAL 2 - OPENING AND CLOSING OF TROY FAMILY AQUATIC CENTER (OUTDOOR POOL) SEASONALLY

1	Opening of Pool by May 15th of each Year (Total Price)	\$6,500.00	\$6,760.00
2	Closing of Pool by October 1st of each Year (Total Price)	\$3,200.00	\$2,890.00
GRAND TOTAL		\$10,192.50	\$10,275.00

NOTE: GRAND TOTAL INCLUDES PROPOSAL 1 ITEMS 1, 2, 3 AND PROPOSAL 2

Site Inspection:	Y or N	Y	N
Contact Information:	Hours of Operation:	M-F 8AM - 5PM	9AM - 6PM
	24 Hour Phone #:	734-427-3242	877-248-1872
	Contact Person:	Joe Sheridan	Alison Abbott
	Email:	JSheridan@BandBPools.com	alison@usamanagement.com
References:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	Net 30 Days
Warranty:		Varies	Parts Warranty = Manufacturer Labor 1 Year
Response Time:		ASAP	2-24 Hours
Exceptions:	Y or N	N	N
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Y	Y

Low Bidder meeting specifications

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Brian Goul
Heather Chomiak
Andrew Chambliss
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Capital Insurance Group 1263 West Square Lake Road Bloomfield Hills MI 48302		CONTACT NAME: Tiffany Gunn PHONE (A/C, No, Ext): 248-333-2500 E-MAIL ADDRESS: certificates@cap-ins.com FAX (A/C, No): 248-333-2504	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: C.N.A. Insurance Company	
		INSURER B: Continental Insurance Company	
		INSURER C: Accident Fund Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 88897123 **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:	Y		5083087914	3/31/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BUA 5083087945	3/31/2021	7/1/2022	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			CUP5083087931	3/31/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6185839	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT INSTALLATION FLOATER			5083087914	3/31/2021	7/1/2022	LIMIT \$75,000 DEDUCTIBLE \$1,000 INSTALLATION FLOATER \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pool heater replacement - Troy Recreation Center
City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees and volunteers are named as additional insureds with respect to General Liability and Auto Liability on a primary and non-contributory basis for work performed by the Named Insured on the above mentioned project. 30 day notice of cancellation applies.

CERTIFICATE HOLDER City of Troy 500 West Big Beaver Troy MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. 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; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079 (10-16)

Page 1 of 2

CNA Insurance Company

Insured Name: B & B Pools & Spa

Policy No: 5083087914

Endorsement No: 1

Effective Date: 03/31/2020

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -**

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II - Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating 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.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

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D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

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

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