



## INSTRUCTION TO BIDDERS

March 5, 2009

ITB-COT 09-09

Sealed bid proposals to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO INSTALL, START UP, AND TRAIN STAFF FOR AN ULTRAVIOLET CHLORAMINE DESTRUCT AND DISINFECTION SYSTEM AT THE CITY OF TROY COMMUNITY CENTER INDOOR LEISURE POOL** located at 3179 Livernois, Troy, MI, 48083 will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **TUESDAY, MARCH 24, 2009 at 10:00 AM EDT**, after which time they will be publicly opened and read in the Troy City Offices. **Bid responses are not accepted via fax transmission.**

MARK ENVELOPES: **ITB-COT 09-09 UV SYSTEM** ON THE LOWER LEFT-HAND CORNER.

The proposals will be for the Installation and Start up of an UV System, including staff training, in accordance with specifications. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy's Purchasing Department, Troy or on the MITN (Michigan Intergovernmental Trade Network) website at [www.mitn.info](http://www.mitn.info).
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

The following exception shall apply to installation projects. When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the cost bid and not charged as a separate item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. **Delivery:** All materials are to be F.O.B. delivered freight paid, to City of Troy Community Center, 3179 Livernois, Troy, MI 48083. **Please** call **Ann Blizzard or Brian Goul at (248) 524-3484** prior to delivery of any materials to the installation site.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
5. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or

5. Continued

additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates.

6. The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, [www.mitn.info](http://www.mitn.info) and obtain an official copy.
7. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation to Mr. Stephen Cooperrider, Risk Manager within 5 days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements. For insurance questions, please contact Mr. Stephen Cooperrider at (248) 526-5127.
8. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
9. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
10. **A cashier's check, certified check, or money order in the amount of \$5,000.00 must accompany the bid to insure the bid.** The three lowest unsuccessful bidders will have their bid surety returned after the bid award. **BID BONDS ARE NOT ACCEPTABLE.** The bid surety will be returned to the successful bidder upon submission of the specified acceptable Performance, Labor and Materials Payment Bonds, and an executed one (1) year Maintenance Bond in accordance with specifications. In addition, the bid deposit will be forfeited if the final insurance documents submitted are unacceptable and not delivered in the prescribed timeframe. All other bidders will have their bid deposits returned after the bid opening.

#### SPECIAL INSTRUCTIONS

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance.
- Final bid results will be posted on the MITN website after award. Please register to see the results - [www.mitn.info](http://www.mitn.info).



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 09-09  
Page 1 of 6

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO INSTALL, START UP AND TRAIN STAFF FOR AN ULTRAVIOLET CHLORAMINE DESTRUCT AND DISINFECTION SYSTEM AT THE CITY OF TROY COMMUNITY CENTER INDOOR LEISURE POOL** in accordance with the attached specifications, which are to be considered an integral part of this proposal, at the following prices:

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

**The document contains the following sections:**

Bid Proposal (6 pages)	Forms (6 forms)
Schedule of Values (1 page)	Public Act 57 (2 pages)
Vendor Questionnaire (2 pages)	Sample Insurance Certificate (1 page)
Specifications (5 pages)	Debriefing Form (1 page)

**PROPOSAL: Install an Ultraviolet Chloramine Destruct and Disinfection System**

**LEISURE POOL:** Furnish all labor, materials, and equipment to install, start up, and train staff for an **Ultraviolet Chloramine Destruct and Disinfection System** in accordance with the attached specifications

**COMPLETE FOR THE SUM OF: \$** \_\_\_\_\_

**Product Name:** \_\_\_\_\_

**Manufactured by:** \_\_\_\_\_

**LIFE CYCLE COSTING MODEL:**

Assumptions: Average number of hours on per year – 6,044  
Electric cost per kilowatt-hour \$.084

Number of light fixtures	
Number of lamps per fixture	
Watts (fixture watts/number of lamps)	Watts
Cost per UV Bulb	\$
Lamp life in hours	Hours

**IMPORTANT:** The above costing model will be used to evaluate the bid proposals to determine the lowest responsible bidder meeting specifications over an estimated twenty-five year life of the equipment.

**SCHEDULE OF VALUES:** The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule shall be attached to your bid document at the time of submission which indicates unit prices for all items to be used during the course of the project. All unit prices shall include the labor to install the item.

**A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH THE BID AT THE TIME OF SUBMISSION.**

**NOTE:** All items of work noted in the specifications that are not specifically noted in the proposal shall be considered as included in the contract and shall be constructed at no extra cost to the City of Troy.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project please contact: **Ann Blizzard, Recreation Supervisor or Brian Goul, Aquatics Coordinator at (248) 524-3484.**

**CONTACT INFORMATION:** Hours of Operation: \_\_\_\_\_  
1-800 Phone Number: \_\_\_\_\_  
24 Hr Technical Support "Hot Line": \_\_\_\_\_

**SITE INSPECTION:**

All bidders should examine the sites to determine the amount of work to be done in accordance with the work specified by attending the **Pre-bid Meeting scheduled for Tuesday, March 17, 2009 at 1:00 PM EDT at the City of Troy Community Center, 3179 Livernois, Troy, MI 48083.** An opportunity to inspect the pool will be available during the Pre-bid Meeting. If a bidder does not attend the pre-bid meeting that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

- ( ) Our company attended the Pre-bid Meeting.
- ( ) Our company did not attend the Pre-bid Meeting.

**PERMITS:**

The City of Troy and State Health Department do not require permits or inspections for this work.

**PROGRESS PAYMENTS:**

The successful bidder shall establish with the City of Troy, the procedure for payment and retainages prior to commencement of work on this project. Each bidder should attach a progress payment schedule to the bid document at the time of bid submission. The City of Troy reserves the right to reject the payment schedule if deemed necessary and determine the final schedule.

No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. The City of Troy reserves the right to withhold payments for work which is incomplete, shoddy, or not as specified. The decision made by the City's representative concerning acceptable workmanship will be deemed in the City's best interest. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company.

Proposed Payment Schedule: \_\_\_\_\_

**APPROVED ALTERNATES:**

If a vendor has a product they would like to be considered, this option is available. Descriptive literature, which includes specifications, must be provided for items to be considered as alternates to the items specified. The designated City representative's decision as to acceptability will be deemed in the City's best interest and will be final.

**DESCRIPTIVE LITERATURE:**

Please attach descriptive materials that are available on the product(s) quoted. Include complete drawings for the installation and printed instructions for the operation of the UV system herein specified.

Descriptive Literature attached and marked \_\_\_\_\_ for identification.

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

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

**PUBLIC ACT 57:**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

**COMPLETION DATE:**

A work schedule shall be provided to the designated City Representative who will approve the work schedule prior to the start of the project. His / her decision as to acceptability shall be deemed in the City of Troy's best interest and will be final. Once the Contractor moves supplies and materials to the work site, work shall commence and be completed by **June 10, 2009** and will be scheduled according to slower pool usage times. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

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

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, including life-cycle 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 meeting specifications; or in whatever manner is deemed to be in the City's best interest; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

**DELIVERY:**

All materials are to be F.O.B. delivered freight paid, to the City of Troy Community Center, 3179 Livernois, Troy, MI 48083 - **Please** call **Ann Blizzard, Recreation Supervisor or Brian Goul, Aquatics Coordinator at (248) 524-3484** prior to delivery of any materials to the installation site.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidders and Non-Collision forms and return with your bid proposal. All other forms will be completed after award.

**CONTRACT DOCUMENT:**

After the Troy City Council has approved the award; the successful bidder will be required to sign the Contract Form (provided in the Contract Documents Section) prior to commencing with the project. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

**DESIGNATED CITY REPRESENTATIVE:**

**Ann Blizzard, Recreation Supervisor** is the designated City Representative for this project.

**BID DEPOSIT AND FORFEITURE:**

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

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

**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one (1) year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, **each in the amount of one hundred percent (100%) of the contract sum.**

Attorneys-in-fact, who sign Performance and Payment Bonds must file a certified copy of their power of attorney to sign such bonds. **The Contractor shall pay the cost of all bond premiums.**

**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 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.

**IMPORTANT:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, addition, or deduction.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

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

**INSURANCE:**

Insurance Requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. The required Insurance Certificate must be submitted to Mr. Stephen Cooperrider, Risk Manager, within (5) days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed **(248) 526-5129** to the City Offices, and is the only bid document accepted in this format.

- ( ) 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 bid proposal is reduced by \$ \_\_\_\_\_ if we lower the requirements 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 or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications SHOULD be attached to the bid proposal document at the time of submission of the bid 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 bid proposal being completed incorrectly.

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

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

**Letter Verification:** If not submitted with the bid documents as requested, the recommended bidder will be notified to submit a letter from their *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the successful 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 of Troy will review the insurance certificate(s) to ensure all acceptable documents have been received, and allow (5) 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: \_\_\_\_\_

**SIGNATURE PAGE**

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with specifications.

**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 addendum as issued.

TAX ID: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_  
(Print)

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_

PAYMENT TERMS: \_\_\_\_\_ WARRANTY: All components (excluding UV arc tube) 12 Months

CHECK NUMBER: \_\_\_\_\_ See Technical Specifications – 1.02 Guarantee  
(page 1 of 3) for UV arc tubes

COMPLETION DATE: **June 10, 2009** E-MAIL: \_\_\_\_\_

**EXCEPTIONS:**

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

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

**ACKNOWLEDGEMENT:**

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

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_

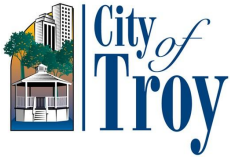
**NOTE:**

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

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

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





<b>SCHEDULE OF VALUES</b>
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Your company **MUST** complete this form.

**Note:** Individual equipment prices, material, and the labor costs to install those items are requested if the quantity changes during project implementation.

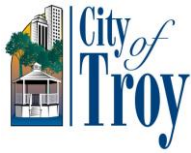
Supply List	Unit Cost (includes labor)
	\$
	\$
	\$
	\$
	\$

ADDITIONAL MATERIALS:	UNIT PRICE (includes labor)
	\$
	\$
	\$
EQUIPMENT:	
	\$
	\$

**Note:** If more space is required, attach additional sheets if needed but use the format established above.

Please include prices for additional services necessary, if additional work results from a change to the Scope of Work.

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



**VENDOR QUESTIONNAIRE**

**DATE:** \_\_\_\_\_  
Month/Date/Year

**FIRM NAME:** \_\_\_\_\_

**ESTABLISHED:** \_\_\_\_\_, 19\_\_\_\_ or 20\_\_\_\_ **STATE:** \_\_\_\_\_

**TYPE OF ORGANIZATION:** (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other \_\_\_\_\_

If applicable:

<b>FORMER COMPANY NAME(S)</b>	<b>YEARS IN BUSINESS</b>
_____	_____
_____	_____

**Has this company or any of its Officers ever filed for bankruptcy protection under Chapter 7 during the last ten (10) years? YES / NO**

**If so, who and when filed:** \_\_\_\_\_

Please provide the following information and submit with your bid proposal:

- 1) **Number of years of experience installing UV Chloramine Destruct and Disinfection Systems:** \_\_\_\_\_ Years
- 2) **Our Company has installed \_\_\_\_\_ Ultraviolet Chloramine Destruct and Disinfection Systems in the past five years:**
- 3) **List all contract commitments your firm has been engaged to perform for 2009/2010. Give organization name, value of contract and percent complete.**

<b>ORGANIZATION</b>	<b>VALUE</b>	<b>PERCENTAGE</b>

4) **Name of your bank or other financial reference:** \_\_\_\_\_

- 5) **If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontractors.**

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- 6) **Professional References – please list at least five (5) clients with whom you have provided an UV Chloramine Destruct and Disinfection system for within the past five (5) years that are similar in scope to the type of work described in this proposal. Contact names and the listed information are to be provided.**

Entity Name	Address	Contact Name	Phone Number	E-Mail

- 7) **Describe your firm's experience in installing UV Chloramine Destruct and Disinfection Systems for indoor public swimming pools.**

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- 8) **Describe the training your firm will provide the City for the operation of the proposed UV System including number of hours and documentation to be provided.**

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**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Representative's Name: \_\_\_\_\_ (print)  
Date: \_\_\_\_\_



## **CITY OF TROY**

### **GENERAL SPECIFICATIONS INSTALLATION OF ULTRAVIOLET CHLORAMINE DESTRUCT AND DISINFECTION SYSTEM**

#### **Contractor Specifications:**

Only contractors with a minimum of 5 years experience in this area shall qualify to perform the services described herein either with their own forces or that of a subcontractor. The bidding contractor is solely responsible for the finished product. All insurance shall be in place to best protect the City through this process and must be submitted as specified. Bidders will be responsible for the installation, start up, and training of City staff for the UV system provided.

The Contractor will supply a work schedule prior to the start of the project that will need to be approved by the City Representative for installation and training of the Ultraviolet System to ensure the project will be completed correctly and on time. Contractors shall have a service staff capable of performing all services deemed necessary to complete all phases of the work bid.

#### **I. Scope of Work**

The Contractor will be responsible for all costs associated with the complete Installation and start up of the Ultraviolet Chloramine Destruct and Disinfection System for the Leisure pool at the Troy Community Center Indoor Pool. The system shall be sized for a swimming pool recirculation rate of 625 GPM, a turnover rate of 2 hours, and 88,000 gallons. Make necessary adjustments to existing piping to accommodate the new UV system. Train staff on use of the equipment and be available for questions regarding the all aspects of the system.

The Contractor will provide complete training of City staff including comprehensive training of daily operations, as well as long and short-term maintenance of equipment. Training will involve four staff members.

The Contractor will be responsible for all costs associated with transportation and lodging needs for Contractor's staff during installation, start-up and training.

#### **II. Examination of Site**

The bidder acknowledges that he has examined the site and specifications and the submission of a proposal shall be considered evidence that examination has been made.

#### **III. Time of completion:**

The project shall be totally completed by June 10, 2009 and installation will be scheduled with the designated City Representative to ensure the work is done during low usage pool times.

#### **IV. Construction Site:**

The construction site is located at 3179 Livernois, Troy, Michigan. The contractor shall prohibit public access into the work areas.

**V. Existing Conditions:**

The contractor shall reasonably verify the existing conditions identified in the contract documents. Any documented changes required to be given to the City must be in writing and approved by the City prior to installation.

**VI. Other reference specifications:**

The latest issues of the industry standards referenced herein, form a part of these specifications to the extent referenced. They may be referred to in the text by abbreviation and by basic designation only.

**VII. Submittals:**

Prior to incorporation of materials into the work, the Contractor shall submit the following items to the designated City representative for approval (1 copy each):

- a. Submit work progress schedules prior to commencement of work. This should include the schedule of preparation work, the coordination of delivery of the UV System and amount of time the facility will need to be closed.
- b. Submit complete manufacture's product data and pictures of the system, including bulb replacement instructions and troubleshooting guide.

**VIII. Quality Assurance and Testing:**

The Contractor shall perform his own quality assurance and testing of equipment, materials or other work, unless otherwise specified, to ensure conformance to the Contract documents. Inspection of the work and approval of progress payments by the City will not relieve the contractor from performing in accordance with the Contract documents. The City reserves the right to withhold a progress payment for incomplete or shoddy work. The designated City of Troy representative shall be the only party that determines whether the work is acceptable.

<b>TECHNICAL SPECIFICATIONS INSTALLATION, START UP, AND TRAINING OF THE ULTRAVIOLET SYSTEM</b>
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## **PART 1 – GENERAL**

**1.01 SCOPE:** Furnish all equipment, materials, supplies, and labor as may be required or necessary to install, start up and train staff on the Ultraviolet Chloramine Destruct and Disinfection System. The UV system should be a complete unit with all necessary controls. The control panel and UV chamber shall be capable of being installed up to 200 feet apart. The system shall be preassembled and controls packaged for ease of installation at the job site and shall include: the UV chamber with flow and output safety control; a UV medium pressure arc tube modified to emit UV light from 220nm to 400nm; an automatic, adjustable, electric motor driven quartz sleeve cleaning system; operational and power controls; the ability to dose control the UV delivered to the pool water; the chamber must be able to be mounted up to 300 feet from the control cabinet. The system shall be sized for a swimming pool recirculation rate of 625 GPM and a turnover rate of two hours, and 88,000 gallons of water.

**1.02 GUARANTEE:** The Contractor shall provide a written warranty that when operated and maintained according to the manufacturer's operating instructions provided and accepted, it will perform in complete accord with these specifications. All components (excluding the UV arc tube) shall have a warranty of 12 months from date of start-up. UV arc tubes shall be warranted to operate for 4000 hours when operated continuously. A continuously operated UV arc tube that fails prior to 4000 hours of operation shall be replaced free of charge. Intermittently operated UV arc tubes will be replaced free of charge should failure occur prior to 2000 hours and prorated between 2000 and 4000 hours. Should the City determine that the finished product is not acceptable the Contractor shall immediately respond to such claims and make any repairs acceptable to the City at no additional cost to the City.

## **PART 2 – PRODUCTS**

**2.01 UV Chamber:** The UV chamber shall be pressure rated for continuous operation at 150psi tested to 225psi and constructed of type 316L stainless steel. It shall be designed for an internal pressure drop not to exceed 2psi at maximum flow. The chamber shall incorporate:

- A. A temperature sensor to shut off the UV arc tube when there is inadequate flow in the chamber.
- B. An UV intensity monitor which alarms when the UV arc tube output drops below the dosing level required for proper operation . The monitor shall be of the wet probe type wavelength specific to 240nm – 280nm with a 4-20mA output. It shall display actual lamp intensity (mW/cm<sup>2</sup>) on the control cabinet door display. (NOTE: *Relative* type UV monitors shall not be acceptable). Dry probe monitors shall not be acceptable, as this type cannot be wiped during the automatic wiping action. Direct line of site monitors (IE. Those types that have the sensor directly exposed to UV light) shall not be permitted. The monitor shall use offset filters to extend monitor life and to ensure only a limited band of wavelengths is measured.
- C. A stainless steel terminal cover fastened to the chamber end plate, to which is affixed the electrical conduit, to protect the lamps and electrical leads. (NOTE: plastic terminal covers/caps shall not be permitted.)
- D. A design for laminar flow to provide maximum efficiency in the transfer of UV to the water. (NOTE: baffle plates or similar devices create turbulent flow and dead spots which reduce the efficiency of UV transfer into the water and are therefore not permitted.)

Part 2 – Products – 2.01 UV Chamber (continued)

- E. Limit switches shall be located to position the wiper, and to prevent the wiper from parking over the active arc tube. The switches shall be of magnetic type, and shall include visual indication of the wiper position. The wiper mechanism shall be fail safe, and shall shut the system down in the event of failure, as described below.
- F. The chamber shall contain a quartz sleeve, which is sealed at both ends by a UV shrouded O ring. The quartz must be annealed for durability and against breakage. Systems that contain a quartz thimble shall not be permitted. The thimble is inherently buoyant and poses a safety risk to operators during annual maintenance.
- G. The wetter surfaces shall be chemically passivated and all welds ground to eliminate any potential corrosion mechanisms. Crevices (as found behind a quartz thimble) shall not be permitted under any circumstance.

**2.02 Automatic Wiper System:** For periodic cleaning of the quartz sleeves and the UV monitor probe, the chamber shall be fitted with an automatic cleaning mechanism. It shall consist of a single SS yoke with Teflon bosses and replaceable molded viton wiper rings which travel the full length of the quartz sleeve twice per cleaning cycle. The frequency of the wiper cycle shall be adjustable from 15 to 720 minutes and set for job conditions. The mechanism shall be driven by a two-pole bi-directional electric motor and acme lead screw. Reed type limit switches shall control the length of travel. The wiper mechanism wiper rings in the “parked” positions shall not be over the lamp, blocking the transfer of UV light, or creating a “hot spot” on the arc tube.

**2.03 Ultra Violet Lamp:** The UV lamp shall be a high intensity, medium pressure UV arc tube modified to emit a continuous UV spectrum from 220nm to 400nm into the water. Full output must be available from 0 to 200 degrees. The lamp shall be UL approved with one electrical lead at each end. NOTE: lamps with metal frames diminish operational life and shall not be permitted, as the frame can obscure the UV and metal from the frame can be transferred onto the inside of the quartz sleeve, thus inhibiting the UV action. A spectral certificate shall be provided with each lamp to demonstrate spectral accuracy. Each lamp shall be individually numbered and the manufacturing process shall permit full audit and traceability of assembly. In addition to an individual serial number, the part number shall be displayed on the lamp.

**2.04 UV System Control:** The system control cabinet shall be epoxy coated steel, NEMA 12, fan cooled with louvers and replaceable filters. The control system shall be de-energized when the cabinet door(s) are open. All wiring shall be harnessed in DIN channels. The power supply to the UV arc tubes shall be from a constant wattage transformer. The entire system shall be UL listed and there shall be a decal clearing showing this listing displayed in the cabinet. The control cabinet shall display via a back lit liquid-plasma display and shall display the following information:

- A. Power on
- B. UV intensity (% and mW/cm<sup>2</sup>)
- C. UV dose(mJ/cm<sup>2</sup>)
- D. Flow rate in GPM
- E. Arc tube ready indicator
- F. Any alarm condition

Part 2 – Products – 2.04 UV System Control (continued)

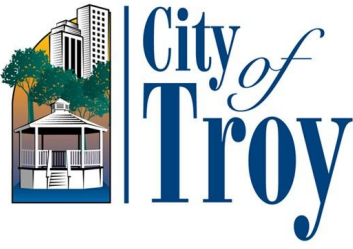
- G. Wiper status and alarm
- H. Consumable spare parts list with part numbers
- I. Local/remote operation switch, door mounted
- J. Data logging of UV dose, lamp hours, lamp intensity for regulatory audit.

The control panel shall contain an Earth Leakage detector, which shall provide fail-safe protection for bathers and those working on the equipment within the pool environment. This requirement is mandatory, as the voltages used within UV systems can pose risk of death. The control panel shall be UL LISTED, and in addition shall conform to EN50081 and EN 61000. The panel and all UV components shall be manufactured to ISO 9001-2000.

**PART 3 – EXECUTION**

**3.00 GENERAL:** The UV system shall be installed by a qualified factory trained representative having a minimum of five years experience in the installation of pool equipment. The Contractor shall provide written proof of such experience upon request. The representative will install the equipment, put it into operation and instruct the owner's representative(s) in the operation and maintenance of all such equipment.





## 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 \_\_\_\_\_ for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, 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:

\_\_\_\_\_, being duly sworn deposed, says that he  
(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 \_\_\_\_\_,  
200\_\_ in and for \_\_\_\_\_  
County.

My commission expires:  
\_\_\_\_\_



**City of Troy  
Oakland County, Michigan  
Contract Form**

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_  
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

That all Contract Documents, as defined in the Specifications, hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.

The Contractor shall, under penalty of bid surety (deposit) submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his Proposal in strict accordance with the drawings, specifications, and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.

In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the complete sum therein set forth all in the time and manner as set forth in the Contract Documents.

IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

1. \_\_\_\_\_ (Contractor)

2. \_\_\_\_\_ (Title)

APPROVED: BY: \_\_\_\_\_ (Mayor)

\_\_\_\_\_  
City Manager or Designee

CITY OF TROY \_\_\_\_\_  
(Owner)

RESOLUTION NUMER: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
(City Clerk)



**City of Troy  
Oakland County, Michigan  
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he or she is \_\_\_\_\_ of the, \_\_\_\_\_  
(Title) (Construction Company)

The contractor for **installation of the Ultraviolet Chloramine Destruct and Disinfection System** - This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ \_\_\_\_\_, on which he has received payment of \$ \_\_\_\_\_ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work, and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<b>TOTAL LABOR &amp; MATERIALS TO COMPLETE:</b>					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for materials, labor, or other work of any kind done or to be done upon, or in connection with, said work other than above stated.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**NOTARY'S SIGNATURE**

Subscribed and sworn to before me this \_\_\_\_ day of, \_\_\_\_\_ 200\_\_.



**City of Troy**  
**Oakland County, Michigan**  
**Contractor's Declaration**

I hereby declare that I have not, during the period \_\_\_\_\_ to \_\_\_\_\_, A.D. 200\_\_ Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from \_\_\_\_\_ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There \_\_\_\_\_ an itemized statement attached.  
Is / is not

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



**City of Troy**  
**OAKLAND COUNTY, MICHIGAN**  
**Final Waiver of Lien**

FILE NUMBER: \_\_\_\_\_ LOAN NUMBER: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: \_\_\_\_\_  
(Construction Company)

To furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_

Which are owned by the City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$ \_\_\_\_\_ and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the above described premises and improvements thereon, and on the moneys or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Seal \_\_\_\_\_

**Note:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself as partner.

# PUBLIC ACT 57

## STATE OF MICHIGAN

### 89<sup>th</sup> LEGISLATURE

#### REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

#### ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

***The People of the State of Michigan enact:***

Sec. 1. As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
- (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
  - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
  - (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
  - (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
  - (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3.

- (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
- (2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4. If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5. This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6. This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

**(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER <p style="text-align: center;">Complete</p> <p style="text-align: center;"><u>Sample Certificate</u></p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED <p style="text-align: center;">Complete</p>	INSURER A: XYZ Company INSURER B: ABC Company INSURER C: INSURER D: INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured- City of Troy - use wording below _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE            \$ 1,000,000 FIRE DAMAGE (Any one fire)    \$ MED EXP (Any one person)    \$ PERSONAL & ADV INJURY        \$ 1,000,000 GENERAL AGGREGATE            \$ 1,000,000 PRODUCTS - COMP/OP AGG.    \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident)    \$ 500,000 BODILY INJURY (Per person)            \$ BODILY INJURY (Per accident)            \$ PROPERTY DAMAGE (Per accident)        \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT            \$ OTHER THAN EA ACC                    \$ AUTO ONLY: AGG                        \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION    \$				EACH OCCURRENCE            \$ 1,000,000 AGGREGATE                      \$ 1,000,000  \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	0003	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT            \$ 100,000 E.L. DISEASE - EA EMPLOYEE    \$ 100,000 E.L. DISEASE - POLICY LIMIT    \$ 500,000
	<b>OTHER</b>				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured: 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 additional insured on ISO form B or broader.

CERTIFICATE HOLDER        **ADDITIONAL INSURED; INSURER LETTER: A**    CANCELLATION

City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	<p style="background-color: yellow; text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</b></p> AUTHORIZED REPRESENTATIVE
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**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:** ITB-COT 09-09  
**TITLE:** UV Chloramine Destruct and Disinfection System

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

FAX NUMBER: (248) 619-7608

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

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

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY INFORMATION:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

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